

File No. 100658

Committee Item No. 9

Board Item No. 12

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date July 12, 2010

Board of Supervisors Meeting

Date 07/27/10

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RDA Resolution Nos. 60-2010 - 67-2010 + 69-2010 - 73-2010</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Commission Resolution Nos. 10101 (Exbit A excluded*) + 10102</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Utilities Commission Resolution No. 10-0092</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Port Commission Resolution No. 10-40</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Interagency Cooperation Agreement</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Cooperation Agreement</u> |
| * <input checked="" type="checkbox"/> | * <input checked="" type="checkbox"/> | <u>Redevelopment Plan Amendment - Maus 27,2010</u> |
| * <input checked="" type="checkbox"/> | * <input checked="" type="checkbox"/> | <u>Draft Infrastructure Plan + Report</u> |
| | | <u>PAC Minutes</u> |

Completed by: Alisa Somera Date July 9, 2010

Completed by: Alisa Somera Date July 13, 2010

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

1 [Bayview Hunters Point Redevelopment Project Area]

2
3 Ordinance approving and adopting an amendment to the Redevelopment Plan for the
4 Bayview Hunters Point Redevelopment Project Area; approving and authorizing an
5 Interagency Cooperation Agreement between the City and County of San Francisco
6 and the Redevelopment Agency of the City and County of San Francisco, in
7 furtherance of the adoption and implementation of the Redevelopment Plan
8 Amendment; adopting findings pursuant to the California Environmental Quality Act;
9 adopting findings that the Redevelopment Plan Amendment is consistent with the
10 City's General Plan and Eight Priority Policies of City Planning Code Section 101.1;
11 adopting other findings pursuant to California Community Redevelopment Law,
12 including findings pursuant to Sections 33445 and 33445.1.

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

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

17 Section 1. FINDINGS. The Board of Supervisors of the City and County of
18 San Francisco hereby finds, determines and declares, based on the record before it, including
19 but not limited to information contained in the Report on the Plan Amendment, Bayview
20 Hunters Point Redevelopment Plan Amendment (the "Report to the Board," a copy of which is
21 on file with the Clerk of the Board of Supervisors in File No. 100658 and is
22 incorporated herein by reference) that:

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

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

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

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

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

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

8 E. Pursuant to Sections 33220, 33343, 33344 and 33370 of the Community
9 Redevelopment Law, and in order to promote development in accordance with objectives and
10 purposes of the Redevelopment Plan Amendment and documents relating to the
11 Redevelopment Plan, the City intends to undertake and complete proceedings and actions
12 necessary to be carried out by the City under the provisions of the Redevelopment Plan, as
13 amended by the Redevelopment Plan Amendment, and provide for the expenditure of monies
14 by the community in carrying out the Redevelopment Plan, and, specifically, the City wishes to
15 enter into an Interagency Cooperation Agreement with the Redevelopment Agency,
16 substantially in the form on file with the Clerk of the Board in File No. 100658 (the
17 "Interagency Cooperation Agreement"), to provide for cooperation between the City and the
18 Redevelopment Agency in administering the process for control and approval of subdivisions,
19 and all other applicable land use, development, construction, improvement, infrastructure,
20 occupancy and use requirements and in establishing the policies and procedures relating to
21 such approvals and other actions as set forth in the Interagency Cooperation Agreement. The
22 Interagency Cooperation Agreement relates to the entire Project Site, including property under
23 the Hunters Point Shipyard Redevelopment Plan. All references to documents and
24 agreements in the Board File in this Ordinance are incorporated into this Ordinance by
25 reference as though fully set forth herein.

1 F. Over the past three years more than ~~230~~250 public meetings, workshops and
2 presentations have been held on every aspect of the Project to the PAC, the Mayor's Citizens
3 Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area (the "CAC"),
4 the Agency Commission, the Planning Commission, this Board of Supervisors and other City
5 commissions and community groups.

6 G. The PAC has reviewed and considered the Redevelopment Plan Amendment on
7 numerous occasions, including PAC meetings held on January 28, 2010, April 5, 2010 and
8 April 22, 2010. On May 27, 2010, the PAC voted and recommended
9 approval of the Redevelopment Plan Amendment by the Agency Commission and the Board
10 of Supervisors.

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

18 I. On May 6, 2010, the Agency transmitted the proposed Redevelopment Plan
19 Amendment to the Planning Commission pursuant to Section 33346 of the Community
20 Redevelopment Law for the Planning Commission's report and recommendation concerning
21 the Redevelopment Plan Amendment and its conformity with the General Plan. On
22 June 3, 2010, at a duly noticed joint public hearing with the Agency
23 Commission, the Planning Commission, certified ~~after certifying~~ the completion of the Final
24 Environmental Impact Report ("FEIR") for the Candlestick Point-Hunters Point Shipyard
25 Phase II Development Plan Project ("CP-HPS II Project"), and adopted ~~adopting~~ amendments

1 to the General Plan, Planning Code and Zoning Map, ~~adopted Motion No.~~

2 _____, At this meeting, the Planning commission also adopted Resolution Nos.
3 18-101 and 18-102, which found that the Redevelopment Plan Amendment and the other
4 related actions being taken concurrently with ~~the Motion,~~ these Resolutions are consistent
5 with the General Plan as proposed for amendment and with the Eight Priority Policies of
6 Section 101.1 of the Planning Code and further recommended approval of the
7 Redevelopment Plan Amendment. A copy of ~~the~~ these Planning Commission ~~Motion is~~
8 Resolutions are on file with the Clerk of the Board of Supervisors in File No.
9 100658.

10 J. At the same joint public hearing, following the Planning Commission's action,
11 the Agency adopted its ~~Resolution No. _____~~ Nos. 63-2010 and 64-2010 (the
12 "Agency Approval ~~Resolution~~ Resolutions") which, among other things, approved the Report to
13 the Board and the adoption of the Redevelopment Plan Amendment. The Agency also
14 adopted Resolution No. 71-2010, making findings pursuant to Sections 33445 and 33445.1 of
15 the Community Redevelopment Law for funding of the installation and construction of public
16 improvements related to the Project Area (the "Benefit Findings"). The Agency has
17 transmitted certified copies of the Agency Approval ~~Resolution~~ Resolutions and the Benefit
18 Findings to the Board of Supervisors and ~~attached,~~ together with its Report to the Board and
19 the Redevelopment Plan Amendment. A copy of the Agency Approval ~~Resolution is~~
20 Resolutions, the Benefit Findings, the Report to the Board, and the Redevelopment Plan
21 Amendment are on file with the Clerk of the Board of Supervisors in File No.
22 100658, and ~~is~~ are incorporated herein by reference as though fully set forth.

23 K. On _____, 2010, the Board of Supervisors held a duly noticed
24 public hearing on the Redevelopment Plan Amendment. The hearing has been closed. Notice
25 of such hearing was published in accordance with Section 33361 of the Community

1 Redevelopment Law in The San Francisco Examiner , a newspaper of general circulation,
2 printed, published and distributed in the City and County of San Francisco describing the
3 boundaries of the Project Area and stating the day, hour and place when and where any
4 interested persons may appear before the Board of Supervisors to object to the
5 Redevelopment Plan Amendment. At such hearing the Board considered the Report to the
6 Board and recommendations of the Agency and the Planning Commission, the FEIR, and all
7 evidence and testimony for and against the proposed Redevelopment Plan Amendment.

8 Section 2. CEQA DETERMINATIONS.

9 A. On June 3, 2010, the Agency Commission by Resolution
10 No. 58-2010 resolution and the Planning Commission by Motion No. 18096 motion-certified
11 the FEIR as adequate, accurate, and objective and in compliance with the California
12 Environmental Quality Act (California Public Resources Code Sections 21000 et seq.)
13 ("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et
14 seq.).

15 B. On June 3, 2010, the Planning Commission adopted findings,
16 as required by CEQA, regarding the alternatives, mitigation measures, and significant
17 environmental effects analyzed in the FEIR; a statement of overriding considerations for
18 approval of the CP-HPS II Project; and a proposed mitigation monitoring and reporting
19 program (collectively, "CEQA Findings"). On June 3, 2010, the Agency
20 Commission adopted the CEQA Findings, which are attached to the Agency Approval
21 Resolution and include a proposed Mitigation Monitoring and Reporting Program. This
22 material, together with the FEIR and related Planning Department and Agency files, were
23 made available to the public and the Board of Supervisors for its review, consideration, and
24 action, are on file with the Clerk of the Board of Supervisors in File No. 100572.

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

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

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

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

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

1 B. The remaining significant blight in the Project Area cannot be eliminated without
2 the increase in the amount of bonded indebtedness from \$400 million to \$1.221.2 billion.

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

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

8 E. The Redevelopment Plan Amendment, once effective, will be consistent with the
9 General Plan of the City and County of San Francisco, as amended, and is consistent with the
10 Eight Priority Policies in the City's Planning Code Section 101.1 for the reasons stated in the
11 General Plan and Priority Policy Consistency findings Planning Commission Resolution Nos.
12 18101 and 18102, and in other documents on file with the Clerk of the Board of Supervisors in
13 File No. 100658.

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

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

19 H. The Redevelopment Plan does not authorize the use of eminent domain to
20 displace persons from residentially-zoned areas and legally occupied dwelling units and in
21 other contexts. Nonetheless, if displacement occurs through other means, the Agency has a
22 feasible method or plan for the relocation of families and ~~person~~persons displaced from the
23 Project Area. There are, or shall be provided, in the Project Area or in other areas not
24 generally less desirable in regard to public utilities and public and commercial facilities and at
25 rents or prices within the financial means of the families and persons displaced from the

1 Project Area, decent, safe, and sanitary dwellings equal in number to the number of and
2 available to the displaced families and persons and reasonably accessible to their places of
3 employment.

4 I. Families and persons shall not be displaced prior to the adoption of a relocation
5 plan pursuant to Sections 33411 and 33411.1 of the Community Redevelopment Law.

6 Dwelling units housing person and families of low or moderate income shall not be removed
7 or destroyed prior to the adoption of a replacement housing plan pursuant to
8 Sections 33334.5, 33413, and 33413.5 of the Community Redevelopment Law.

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

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

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

18 M. The Agency and the Board of Supervisors have provided an opportunity for all
19 persons to be heard and have considered all evidence and testimony for or against any and
20 all aspects of the Redevelopment Plan Amendment.

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

24 Section 7. TRANSMITTAL AND RECORDATION. The Clerk of the Board of
25 Supervisors shall without delay (1) transmit a copy of this Ordinance to the Agency pursuant

1 to Section 33372, whereupon the Agency shall be vested with the responsibility for carrying
2 out the Redevelopment Plan Amendment, (2) record or ensure that the Agency records a
3 description of the Project Area and a certified copy of this Ordinance pursuant to
4 Section 33373, and (3) transmit, by certified mail, return receipt requested, a copy of this
5 Ordinance, together with a copy of the Redevelopment Plan Amendment, which contains a
6 legal description of the Project Area and a map indicating the boundaries of the Project Area,
7 to the Controller, the Tax Assessor, the State Board of Equalization and the governing body of
8 all taxing agencies in the Project Area pursuant to Sections 33375 and 33670.

9 Section 8. IMPLEMENTATION OF REDEVELOPMENT PLAN AMENDMENT AND
10 APPROVAL OF THE INTERAGENCY COOPERATION AGREEMENT. The Board of
11 Supervisors declares its intent to undertake and complete actions and proceedings necessary
12 to be carried out by the City under the Redevelopment Plan Amendment and related Plan
13 Documents (as defined in the Redevelopment Plan Amendment) and authorizes and urges
14 the Mayor and other applicable officers, commissions and employees of the City to take any
15 and all steps as they or any of them deem necessary or appropriate, in consultation with the
16 City Attorney, to cooperate with the Agency in the implementation of the Redevelopment Plan
17 Amendment and to effectuate the purposes and intent of this Ordinance, such determination
18 to be conclusively evidenced by the execution and delivery by such person or persons of any
19 such documents. Such steps shall include, but not be limited to (i) the execution and delivery
20 of any and all agreements, including a planning cooperation agreement, notices, consents
21 and other instruments or documents (including, without limitation, execution by the Mayor, or
22 the Mayor's designee, of any agreements to extend any applicable statutes of limitation),
23 (ii) the institution and completion of proceedings for the closing, vacating, opening,
24 acceptance of dedication and other necessary modifications of public streets, sidewalks,
25 street layout and other rights-of-way in the Project Area, and (iii) the execution, delivery and

1 performance of the Interagency Cooperation Agreement as it relates to the Project Area. The
2 Board of Supervisors finds and determines that the Interagency Cooperation Agreement is
3 and will be beneficial to the residents of the City and the Project Area, and is consistent with
4 the General Plan as amended and the Eight Priority Policies of Section 101.1. In accordance
5 with the Interagency Cooperation Agreement, the City will undertake certain actions to ensure
6 the continued fulfillment of the objectives of the Redevelopment Plan Amendment. Such
7 agreement by the City shall also include, without limitation, compliance with the specified
8 mitigation measures that are referenced in the Interagency Cooperation Agreement..

9 Section 9. ADDITIONAL BOARD FINDINGS FOR INFRASTRUCTURE IN THE
10 PROJECT AREA. The Board of Supervisors finds that pursuant to Section 33445 of the
11 Community Redevelopment Law and further detailed in the Infrastructure Plan attached to the
12 Interagency Cooperation Agreement (the "Infrastructure Plan") and other matters in the
13 record before it, including but not limited to the Benefits Findings: (1) the Agency will use tax
14 increment and other funds to construct and install certain public improvements located inside
15 or contiguous to the Project Area (the "Project Area Public Improvements"); (2) the Project
16 Area Public Improvements are of benefit to the Project Area by helping to eliminate blight
17 within the Project Area; (3) no other reasonable means of financing the installation and
18 construction of the Project Area Public Improvements are available to the City; and (4) the
19 payment of funds for the cost of the Project Area Public Improvements is consistent with the
20 Implementation Plan that is adopted pursuant to Section 33490 and that is part of the Report
21 to the Board of Supervisors.

22 Section 10 ADDITIONAL BOARD FINDINGS FOR INFRASTRUCTURE OUTSIDE
23 OF THE PROJECT AREA. The Board of Supervisors finds that pursuant to Section 33445.1
24 of the Community Redevelopment Law and further detailed in the Infrastructure Plan and
25 other matters in the record before it, including but not limited to the Benefit Findings: (1) the

1 Agency will use tax increment and other funds to construct and install certain public
2 improvements located outside and not contiguous to the Project Area (the "Other Public
3 Improvements"); (2) the Other Public Improvements are of primary benefit to the Project Area;
4 (3) the Other Public Improvements will help eliminate blight within the Project Area; (4) no
5 other reasonable means of financing the installation and construction of the Other Public
6 Improvements are available to the City; (5) the payment of funds for the cost of the Other
7 Public Improvements is consistent with the Implementation Plan that is adopted pursuant to
8 Section 33490 and that is part of the Report to the Board of Supervisors ; and (6) the
9 installation of each Other Public Improvement is provided for in the Redevelopment Plan
10 Amendment.

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

15
16
17 APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

18
19 By:


Charles Sullivan
Deputy City Attorney

LEGISLATIVE DIGEST

[Ordinance approving an amendment to the Bayview Hunters Point Redevelopment Plan, approving an Interagency Cooperation Agreement, adopting CEQA Findings, and adopting Benefit Findings under the California Community Redevelopment Law]

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.

Existing Law

The Board adopted the Bayview Hunters Point Redevelopment Plan (the "BVHP Plan") on June 2, 2006 (Ordinance No. 113-06), as an amendment to the 1969 Hunters Point Redevelopment Plan, to add nearly 1,500 acres to the Bayview Hunters Point Redevelopment Project Area (the "Project Area"). The BVHP Plan describes 7 economic development activity nodes for the Project Area, including the Candlestick Point Activity Node. The BVHP Plan delegates most entitlement authority to the San Francisco Planning Commission through a delegation agreement approved in June 2006. In accordance with the California Community Redevelopment Law ("CRL"), the BVHP Plan sets limits on the amount of debt that the San Francisco Redevelopment Agency (the "Agency") may incur for the BVHP Plan.

Amendments to Current Law

The Agency has transmitted a Report to the Board on the BVHP Plan Amendment. The Report documents the continued prevalence of blight in the Project Area, describes the revised redevelopment program, and provides updated tax increment projections.

The BVHP Plan Amendment is necessary to address continued blight in the Project Area, increase the limits on bond indebtedness, revise the land use controls consistent with proposed development, and limit certain development impact fees. It does not change the existing limitations on the Agency's use of eminent domain.

The BVHP Plan Amendment establishes the Candlestick Point Activity Node as Zone 1 of the Project Area and sets the allowable land uses and development controls for Zone 1. It creates 3 land use districts: a mixed-use residential district with 4 neighborhoods, a mixed-use commercial district, and an open space district. It authorizes a high-density residential

community, a new regional shopping and entertainment complex, and the revitalization of the Alice Griffith Housing Development.

The BVHP Plan Amendment establishes that the Agency will exercise land use authority over new development in Zone 1, and that Planning Department will continue to review and approve development in the rest of the Project Area, referred to as Zone 2, under a cooperation agreement between the Agency and the Planning Department (Resolution No. 69-1020).

To facilitate proposed new development and help eliminate remaining blight, the BVHP Plan Amendment increases the amount of permitted bonded indebtedness from \$400 million to \$1.2 billion.

The BVHP Plan Amendment limits the development impact fees that apply in Zone 1 in light of the significant contributions that the Project provides to affordable housing, transportation, and other community benefits. It reserves the City's and the Agency's right to impose New City Regulations in Zone 1 that (i) are imposed on a citywide basis and (ii) do not conflict with the development permitted or contemplated within Phase 2 of the Project Area.

The Ordinance also includes approval of an interagency cooperation agreement between the City and the Agency to implement the proposed redevelopment project and provide a process for the review, approval and acceptance of infrastructure and the implementation of mitigation measures, and the adoption of CEQA findings and benefit findings under CRL for the use of tax increment dollars for specific public improvements.

RESOLUTION NO. 60-2010

Adopted June 3, 2010

**APPROVING THE REPORT ON THE REDEVELOPMENT PLAN
AMENDMENT FOR THE HUNTERS POINT SHIPYARD
REDEVELOPMENT PLAN AMENDMENT AND AUTHORIZING
TRANSMITTAL OF THE REPORT ON THE REDEVELOPMENT
PLAN AMENDMENT TO THE BOARD OF SUPERVISORS;
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") proposes to adopt a Redevelopment Plan Amendment for the Hunters Point Shipyard Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On July 14, 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 285-97, the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan") pursuant to the Military Base Conversion chapter of the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33492 *et seq.*) ("Military Base Conversion Law") and to other applicable provisions of the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33000 *et seq.*) ("CCRL"). The Redevelopment Plan establishes basic policies for the development of the Hunters Point Shipyard Redevelopment Project Area ("Project Area").
3. The proposed Redevelopment Plan Amendment would revise, among other things: the land uses within the Project Area to facilitate the new development envisioned by the Conceptual Framework (Board of Supervisors Resolution No. 264-07 (May 15, 2007); Agency Commission Resolution No. 40-2007 (May 1, 2007) and Proposition G, the Jobs Parks and Housing Initiative (June 2008)); the limit on the amount of bonded indebtedness; and the development fees and exactions applicable in the Project Area. In addition, the Redevelopment Plan Amendment extends, in conformity with the Military Base Conversion Law, the effectiveness of the Redevelopment Plan and the time limits for incurring indebtedness and receiving tax increment to repay indebtedness. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.
4. Pursuant to Section 33457.1 of the CCRL, 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 a Report on the Plan Amendment for the Hunters Point Shipyard Redevelopment

Plan Amendment ("Report to the Board"). The Report to the Board conforms to the requirements of the CCRL, including but not limited to, Sections 33457.1, 33492.4 and 33352 and includes an updated implementation plan.

5. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("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.)
6. The Agency Commission hereby finds that the Report to the Board is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
7. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Agency Commission hereby approves the Report to the Board, which is provided with the Commission Memorandum accompanying this Resolution as Attachment I.
3. The Executive Director is hereby authorized to transmit the Report to the Board to the Board of Supervisors in connection with its consideration of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 61-2010

Adopted June 3, 2010

**APPROVING THE PROPOSED REDEVELOPMENT PLAN
AMENDMENT FOR THE HUNTERS POINT SHIPYARD
REDEVELOPMENT PROJECT AREA AND MAKING FINDINGS
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;
RECOMMENDING ADOPTION OF THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT BY THE BOARD OF
SUPERVISORS; AND SUBMITTING THE AGENCY'S
RECOMMENDATION, INCLUDING THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT, TO THE BOARD OF
SUPERVISORS; HUNTERS POINT SHIPYARD REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency"), the Planning Department ("Planning Department"), the Mayor's Office, and other Departments of the City and County of San Francisco ("City") have been working on a proposed redevelopment plan amendment for the Hunters Point Shipyard Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On July 14, 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 285-97, the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan") pursuant to the Military Base Conversion Chapter of the California Community Redevelopment Law (Health and Safety Code Sections 33492 *et seq.*) ("Military Base Conversion Law") and to other applicable provisions of the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33000 *et seq.*) ("CCRL"). The Redevelopment Plan establishes basic policies for the development of the Hunters Point Shipyard Redevelopment Project Area ("Project Area").
3. On December 2, 2003, the Agency approved the first phase of redevelopment through a Disposition and Development Agreement for a portion of the Project Area identified as Parcel A-1 and Parcel B-1 (hereinafter collectively "Phase 1"). On that same day, the Agency also approved the Amended and Restated Exclusive Negotiations Agreement covering the remainder of the Project Area ("Phase 2").
4. In May 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework ("Conceptual Framework") for the integrated development of Phase 2 of the Project Area and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, 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 housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Project Area, and a site for a new stadium for the 49ers in the Project Area (the "Project").

5. 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 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 Agency, and all other governmental agencies with jurisdiction to proceed expeditiously with the Project.
6. The Agency, working with the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area ("CAC"), has prepared the proposed Redevelopment Plan Amendment and various other documents consistent with the CCRL, the Military Base Conversion Law, the Conceptual Framework, and Proposition G. The Redevelopment Plan Amendment revises, among other things, the land uses within the 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 on the number of dollars to be allocated to the Agency, and establishes development fees and exactions applicable in the Project Area. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.
7. The Military Base Conversion Law provides that the time limits of thirty (30) years on the effectiveness of a redevelopment plan, of twenty (20) years on the establishing of loans, advances, and indebtedness, and of forty-five (45) years on the receipt of tax increment to repay indebtedness do not commence until the City Controller certifies the date of the final day of the first fiscal year in which the redevelopment agency has received one hundred thousand dollars (\$100,000) or more of tax increment funds from the project area. (Section 33492.13 of the CCRL.) To date, the Agency has not received any tax increment from the Project Area. Accordingly, the Redevelopment Plan Amendment extends, in conformity with the Military Base Conversion Law, the effectiveness of the Redevelopment Plan, and the time limits for incurring indebtedness and receiving tax increment to repay indebtedness.
8. Over the past three years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project and have involved, among others, the CAC, the Bayview Hunters Point Project Area Committee, Agency Commission, Planning Commission, Board of Supervisors and other City commissions and community groups.

9. The CAC has reviewed and considered the Redevelopment Plan Amendment on numerous occasions, including CAC meetings held on September 2009, January 14, 2010, and April 12, 2010. On May 24, 2010, the CAC voted and recommended approval of the Redevelopment Plan Amendment by the Agency Commission and the Board of Supervisors.
10. Pursuant to Section 33457.1 of the CCRL, 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 on the Redevelopment Plan Amendment for the Hunters Point Shipyard Redevelopment Project Area ("Report to the Board") and the Agency Commission has approved, by Resolution No. 60-2010, the Report to the Board. The environmental document prepared in conjunction with the consideration of this proposed Redevelopment Plan Amendment has been included as part of the Report to the Board.
11. On May 6, 2010, the Agency transmitted the proposed Redevelopment Plan Amendment to the Planning Commission pursuant to Section 33346 of the CCRL for the Planning Commission's report and recommendation concerning the Redevelopment Plan Amendment and its conformity with the General Plan. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("Final EIR"), and adopted, by Resolutions Nos. 18098, 18099, and 18100, amendments to the General Plan, Planning Code and Zoning Map. The Planning Commission also adopted Motion No. 18102, which found that the Redevelopment Plan Amendment was consistent with the General Plan as amended and further recommended approval of the Redevelopment Plan Amendment.
12. On June 3, 2010, the Agency Commission held a duly noticed public hearing on the Redevelopment Plan Amendment. In accordance with Section 33349 of the CCRL, the Agency published, once a week for four successive weeks beginning at least 30 days prior to the June 3, 2010 hearing, notice of the hearing in the San Francisco Chronicle, a newspaper of general circulation, printed, published and distributed in the City and County of San Francisco ("Notice"). A copy of the Notice and affidavit of publication are on file with the Agency. The Notice described the boundaries of the Project Area, provided a general statement of the scope and objectives of the Redevelopment Plan Amendment, and stated the day, hour and place when and where any interested persons may appear before the Agency Commission to comment on the Redevelopment Plan Amendment.
13. On May 4, 2010, the Agency mailed, by first class mail, the Notice to all residents and businesses and to the last known assessee or owner of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the City.

14. The Agency mailed by certified mail, return receipt requested, copies of the Notice to the governing body of each taxing agency that receives taxes from property in the Project Area.
15. The environmental effects of the Redevelopment Plan Amendment have been analyzed in the environmental documents, which are described in Agency Resolution No. 59-2010. Copies of the environmental documents are on file with the Agency.
16. On June 3, 2010, after reviewing and considering the information contained in the Final EIR, the Agency Commission adopted Resolution No. 58-2010 and certified the Final EIR for the Project 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.).
17. The Agency Commission hereby finds that the Redevelopment Plan Amendment is part of the Project for purposes of compliance with CEQA.
18. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Project, including the Redevelopment Plan Amendment, were in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.
19. Staff finds and recommends that the Agency Commission adopt the findings required under Section 33457.1 of the CCRL and that the Agency submit these findings to the Board of Supervisors. These findings are explained in detail in the Report to the Board, are incorporated herein by reference, and include, but are not limited, to the following:
 - a) Significant blight (as described in the Report to the Board and as defined in Section 33492.11 of the Military Base Conversion Law) remains within the Project Area, the redevelopment of which is necessary to effectuate the public purposes declared in CCRL.
 - b) The remaining significant blight in the Project Area cannot be eliminated without the increase in the amount of bonded indebtedness from \$221 million to \$ 900 million and the increase in the limitation on the number of dollars to be allocated to the Agency from \$881 million to \$ 4.2 billion.
 - c) The Redevelopment Plan Amendment will redevelop the Project Area in conformity with the CCRL, including the Military Base Conversion 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 City's General Plan, as amended, for the reasons stated in the General Plan and Priority Policy Consistency findings, as approved by the Planning Commission in Resolutions Nos. 18101 and 18102, which findings are incorporated herein by reference as though fully set forth herein.
 - f) The carrying out of the Redevelopment Plan Amendment will promote the public peace, health, safety and welfare of the community and effectuate the purposes and policies of CCRL.
 - g) The Redevelopment Plan Amendment does not provide for the condemnation of real property.
 - h) The Redevelopment Plan Amendment will not result in the temporary or permanent displacement of any occupants of housing facilities in the Project Area because there are no occupied housing facilities in the Project Area.
 - i) The time limitations, as extended to conform to the Military Base Conversion Law, and the limitation on the number of dollars to be allocated to the Agency that are contained in the Redevelopment Plan Amendment, are reasonably related to the proposed projects to be implemented in the Project Area and to the ability of the Agency to eliminate blight within the Project Area.
 - j) The implementation of the Redevelopment Plan Amendment will improve or alleviate the physical and economic conditions of significant remaining blight that are defined in Sections 33492.10 and 33492.11 of the Military Base Conversion Law.
 - k) The tax increment financing authorized under the Redevelopment Plan Amendment will not have the effect of causing a significant financial burden or detriment on any taxing agency deriving revenues from the Project Area.
20. The Agency has provided an opportunity for all persons to be heard and has considered all evidence and testimony presented for or against any and all aspects of the proposed Redevelopment Plan Amendment.

RESOLUTION

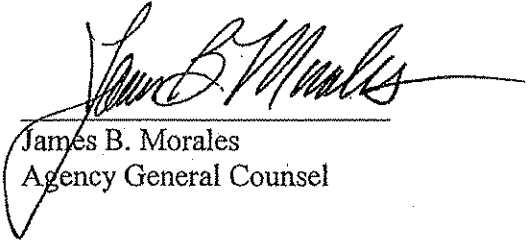
ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, provides the Agency's CEQA Findings for this action.
2. The Agency Commission hereby approves the proposed Hunters Point Shipyard Redevelopment Plan Amendment, which is attached to the Commission

Memorandum accompanying this Resolution and incorporated herein by this reference and recommends that the Board of Supervisors adopt the Redevelopment Plan Amendment.

3. The Executive Director is hereby directed to submit a copy of this Resolution, including the proposed Redevelopment Plan Amendment, to the Board of Supervisors for its consideration in acting on the adoption of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 62-2010

Adopted as amended on June 3, 2010

**APPROVING THE HUNTERS POINT SHIPYARD PHASE TWO
DESIGN FOR DEVELOPMENT AND CORRESPONDING
TECHNICAL AMENDMENTS TO THE HUNTERS POINT
SHIPYARD PHASE ONE DESIGN FOR DEVELOPMENT;
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA**

BASIS FOR RESOLUTION

1. On July 14, 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 285-97, the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan").
2. On September 30, 1997, the Redevelopment Agency of the City and County of San Francisco ("Agency") approved, by Resolution No. 193-1997, the Hunters Point Design for Development ("Design for Development"). The Design for Development regulates and sets forth standards and guidelines to control land uses, vertical development, and public infrastructure in the Hunters Point Shipyard Redevelopment Project Area ("Project Area" or "Shipyard"). The Redevelopment Plan and the Design for Development provide the Agency with the sole authority to administer and enforce land use and development permits for any property or project in the Project Area.
3. On January 18, 2005, the Agency amended, by Resolution No. 7-2005, the Design for Development ("First Amended Design for Development"), which was based on the Agency's endorsement, by Resolution No. 130-2000 (July 20, 2000), of the Preliminary Development Concept as Specified in the Exclusive Negotiations Agreement with Lennar/BVHP, LLC. The First Amended Design for Development facilitated the development authorized by the Phase 1 Disposition and Development Agreement with Lennar-BVHP, LLC ("Phase 1 DDA"). The First Amended Design for Development made modifications to the Design for Development consistent with the residential development, open space and public infrastructure improvements authorized and required by the Phase 1 DDA.
4. On May 27, 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework ("Conceptual Framework") for the integrated development of Phase 2 of the Shipyard and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, 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 housing, including 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.

5. On January 28, 2009, the Mayor's Hunters Point Shipyard Citizens Advisory Committee ("CAC") and the Bayview Hunters Point Project Area Committee ("PAC") endorsed the Urban Design Plan for the Candlestick Point – Hunters Point Shipyard Phase 2 Development Project ("Urban Design Plan"). The Urban Design Plan provides a land use, street system, open space, and vertical development framework to guide the continued planning and design of the Project Site.
6. On June 3, 2010, the Agency approved and recommended for adoption, by Resolution No. 61-2010, a proposed redevelopment plan amendment for the Project Area ("Redevelopment Plan Amendment"). Among other changes, the Redevelopment Plan Amendment revises the permitted land uses and the overall development envelope in Phase 2 of the Project Area.
7. In connection with the adoption of the Redevelopment Plan Amendment, the Agency and the Planning Department propose adoption of the Hunters Point Shipyard Phase 2 Design for Development ("HPS Phase 2 Design for Development"), which provides an urban design framework plan and specific development controls and design guidelines for Phase 2 of the Project Area. The HPS Phase 2 Design for Development provides for three development alternatives in the Project Area: a design including a new football stadium, a non-stadium commercial alternative, and a non-stadium residential mixed use alternative.
8. The HPS Phase 2 Design for Development builds upon the objectives and designs of the Urban Design Plan. The overall concept of the HPS Phase 2 Design for Development is that the Project Site will rejuvenate and integrate with the existing Bayview Hunters Point neighborhood to create a vibrant mixed-use district that provides a major focal point to the shoreline area of southeast San Francisco.
9. The HPS Phase 2 Design for Development is a companion document to the Redevelopment Plan Amendment, which establishes the planning guidelines and basic land use standards for the Project Area. The HPS Phase 2 Design for Development provides legislated development requirements and specific design recommendations that apply to all developments within Phase 2 of the Project Area.
10. The Agency shall utilize the HPS Phase 2 Design for Development, along with the Redevelopment Plan, in project approval and design review for future improvements and developments in Phase 2 of the Project Area.
11. In reviewing development proposals, the Agency shall follow the design review procedure described within the Design Review and Document Approval Procedures, which is an attachment to the proposed Disposition and Development Agreement ("DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site. The Agency will work cooperatively with the Planning Department in reviewing development proposals through procedures agreed to within a Planning Cooperation Agreement currently under consideration, but the Agency will retain final authority to approve development proposals.

12. The environmental effects of the HPS Phase 2 Design for Development have been analyzed in the environmental documents, which are described in Resolution No. 59-2010, adopted on June 3, 2010. Copies of the environmental documents are on file with the Agency.
13. On June 3, 2010, after reviewing and considering the information contained in the Final Environmental Impact Report ("Final EIR") for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("CP-HPS II Project"), the Agency certified, by Resolution No. 58-2010, the Final EIR for the CP-HPS II Project 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.). At a joint hearing on June 3, 2010, the Planning Commission also certified the Final EIR (Motion No. 18096).
14. The Agency hereby finds that the HPS Phase 2 Design for Development is part of the CP-HPS II Project for purposes of compliance with CEQA.
15. On June 3, 2010, the Agency Commission adopted, by Resolution No. 59-2010, findings that various actions related to the CP-HPS II Project, including the HPS Phase 2 Design for Development, are in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made a part of this Resolution by reference herein.
16. The HPS Phase 2 Design for Development has been the subject of extensive debate and discussion by the Bayview Hunters Point community, including a series of land use planning workshops held in 2008, and frequent workshops and updates with the CAC and the PAC.
17. The HPS Phase 2 Design for Development was presented to the Agency Commission at a workshop on April 6, 2010.
18. Improvements and development are underway in the Phase 1 area in accordance with the Phase 1 DDA and the First Amended Design for Development. The land use planning and urban design for Phase 2 of the Shipyard have not required any revisions to the Phase 1 development program or design. The proposed Second Amended Hunters Point Shipyard Design for Development is purely technical in nature, removing references to the Phase 2 Project Site and renaming it the Hunters Point Shipyard Phase 1 Design for Development. This technical amendment of the Hunters Point Shipyard Design for Development is not considered a project under CEQA.
19. On June 3, 2010, the Planning Commission approved the HPS Phase 2 Design for Development and the technical amendments to the Design for Development (Motion No. 18104). The Planning Commission amended the staff recommended HPS Phase 2 Design for Development to include a History Walk along the shoreline of the Shipyard, an evaluation of Building 813 for historic significance, and a consultation with the Historic Preservation Commission regarding

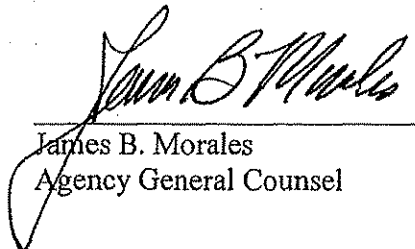
subalternative 4A: CP-HPS Phase II Development Plan with Historic Preservation, as described in Section F (Draft EIR Revisions) of the Comments and Responses document for the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project.

RESOLUTION

ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Second Amended Hunters Point Shipyard Design for Development is hereby approved to refer only to the Phase 1 area of the Hunters Point Shipyard Redevelopment Project Area, and to rename the document the Hunters Point Shipyard Phase 1 Design for Development.
3. The Hunters Point Shipyard Phase 2 Design for Development is hereby approved, substantially in the form previously provided to the Agency Commission with the modification attached to the Commission Memorandum accompanying this Resolution and with the amendments adopted by in Planning Commission Motion No. 18104.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 63-2010

Adopted June 3, 2010

APPROVING THE REPORT ON THE REDEVELOPMENT PLAN AMENDMENT FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN AMENDMENT AND AUTHORIZING TRANSMITTAL OF THE REPORT ON THE REDEVELOPMENT PLAN AMENDMENT TO THE BOARD OF SUPERVISORS; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") proposes to adopt a Redevelopment Plan Amendment for the Bayview Hunters Point Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On May 23, 2006, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 113-06, the Bayview Hunters Point Redevelopment Plan ("Redevelopment Plan") pursuant to the California Community Redevelopment Law (Cal. Health and Safety Code, Sections 33000 *et seq.* ("CCRL")). The Redevelopment Plan established basic policies for the development of the Bayview Hunters Point Redevelopment Project Area ("Project Area") and established Activity Nodes in the Project Area, including the Candlestick Point Activity Node.
3. The proposed 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, among other things: the land uses within Zone 1 of the Project Area to facilitate the new development envisioned by the Conceptual Framework (Board of Supervisors Resolution No. 264-07 (May 15, 2007), Agency Commission Resolution No. 40-2007 (May 1, 2007) and Proposition G (the Jobs Parks and Housing Initiative, June 2008)); the limit on the amount of bonded indebtedness; and the development fees and exactions applicable to Zone 1. The Redevelopment Plan Amendment, however, does not change the boundaries of the Project Area.
4. Pursuant to Section 33457.1 of the CCRL, 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 a Report on the Plan Amendment for the Bayview Hunters Point Redevelopment Plan Amendment ("Report to the Board"). The Report to the Board conforms to the requirements of the CCRL, including, but not limited to, Sections 33457.1 and 33352 and includes an updated implementation plan.


5. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("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.)
6. The Agency Commission hereby finds that the Report to the Board is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
7. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Agency Commission hereby adopts the Report to the Board, which is provided with the Commission Memorandum accompanying this Resolution as Attachment 4.
3. The Executive Director is hereby authorized to transmit the Report to the Board to the Board of Supervisors in connection with its consideration of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel

RESOLUTION NO. 64-2010

Adopted June 3, 2010

**APPROVING THE PROPOSED REDEVELOPMENT PLAN
AMENDMENT FOR THE BAYVIEW HUNTERS POINT
REDEVELOPMENT PROJECT AREA AND MAKING FINDINGS
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;
RECOMMENDING ADOPTION OF THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT BY THE BOARD OF
SUPERVISORS; AND SUBMITTING THE AGENCY'S
RECOMMENDATION, INCLUDING THE PROPOSED
REDEVELOPMENT PLAN AMENDMENT, TO THE BOARD OF
SUPERVISORS; BAYVIEW HUNTERS POINT REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency"), the Planning Department ("Planning Department"), the Mayor's Office, and other Departments of the City and County of San Francisco ("City") have been working on a proposed redevelopment plan amendment for the Bayview Hunters Point Redevelopment Project Area ("Redevelopment Plan Amendment").
2. On May 23, 2006, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approved and adopted, by Ordinance No. 113-06, the Bayview Hunters Point Redevelopment Plan ("Redevelopment Plan"), which expanded and renamed the Hunters Point Redevelopment Project Area (the "Bayview Hunters Point Redevelopment Project Area" or "Project Area"). The Redevelopment Plan established Activity Nodes in the Project Area, including the Candlestick Point Activity Node. In adopting the Redevelopment Plan, the Board of Supervisors acted pursuant to the California Community Redevelopment Law (Cal. Health and Safety Code Sections 33000 *et seq.*) ("CCRL").
3. In May 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework ("Conceptual Framework") for the integrated development for a portion of the Hunters Point Shipyard Redevelopment Project Area ("HPS Phase II") and the Candlestick Point Activity Node of the Project Area (together, 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 housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Hunters Point Shipyard ("Shipyard") and a site for a new stadium for the 49ers on the Shipyard (the "Project").

4. 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 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 Agency, and all other governmental agencies with jurisdiction to proceed expeditiously with the Project.
5. The Agency, working with the Bayview Hunters Point Project Area Committee ("PAC"), has prepared the Redevelopment Plan Amendment and related documents consistent with the CCRL, 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 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.
6. Over the past three years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project with the PAC, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area ("CAC"), Agency Commission, Planning Commission, Board of Supervisors and other City commissions and community groups.
7. 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 May 27, 2010, the PAC voted and recommended approval of the Redevelopment Plan Amendment by the Agency Commission and the Board of Supervisors.
8. Pursuant to Section 33457.1 of the CCRL, 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 on the Plan Amendment for the Bayview Hunters Point Redevelopment Project Area ("Report to the Board") and the Agency Commission has approved, by Resolution No. 63-2010, the Report to the Board. The environmental document prepared in conjunction with the consideration of this proposed Redevelopment Plan Amendment has been included as part of the Report to the Board.

9. On May 6, 2010, the Agency transmitted the proposed Redevelopment Plan Amendment to the Planning Commission pursuant to Section 33346 of the CCRL for the Planning Commission's report and recommendation concerning the Redevelopment Plan Amendment and its conformity with the General Plan. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("Final EIR") and, by Resolutions Nos. 18098, 18099, and 18100, adopted amendments to the General Plan, Planning Code and Zoning Map. The Planning Commission also adopted Motion No. 18102, which found that the Redevelopment Plan Amendment was consistent with the General Plan as amended and further recommended approval of the Redevelopment Plan Amendment.
10. On June 3, 2010, the Agency Commission held a duly noticed public hearing on the Redevelopment Plan Amendment. In accordance with Section 33349 of the CCRL, the Agency published, once a week for four successive weeks beginning at least 30 days prior to the June 3, 2010 hearing, notice of the hearing in the San Francisco Chronicle, a newspaper of general circulation, printed, published and distributed in the City and County of San Francisco ("Notice"). A copy of the Notice and affidavit of publication are on file with the Agency. The Notice described the boundaries of the Project Area, provided a general statement of the scope and objectives of the Redevelopment Plan Amendment, and stated the day, hour and place when and where any interested persons may appear before the Agency Commission to comment on the Redevelopment Plan Amendment.
11. On May 4, 2010, the Agency mailed, by first class mail, the Notice to all residents and businesses and to the last known assessee or owner of each parcel of land in the Project Area, as shown on the last equalized assessment roll of the City.
12. The Agency mailed by certified mail, return receipt requested, copies of the Notice to the governing body of each taxing agency that receives taxes from property in the Project Area.
13. The environmental effects of the Redevelopment Plan Amendment have been analyzed in the environmental documents, which are described in Resolution No. 59-2010. Copies of the environmental documents are on file with the Agency.
14. On June 3, 2010, after reviewing and considering the information contained in the Final EIR, the Agency Commission adopted Resolution No. 58-2010 and certified the Final EIR for the Project 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.).
15. The Agency Commission hereby finds that the Redevelopment Plan Amendment is part of the Project for purposes of compliance with CEQA.
16. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Project, including the

Redevelopment Plan Amendment, were in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

17. Staff finds and recommends that the Agency Commission adopt the findings required under Section 33457.1 of the CCRL and that the Agency submit these findings to the Board of Supervisors. These findings are explained in detail in the Report to the Board, are incorporated herein by reference, and include, but are not limited to, the following:

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 CCRL.

b) The remaining significant blight in the Project Area cannot be eliminated without the increase on the amount of bonded indebtedness from \$400 million to \$1.2 billion.

c) The Redevelopment Plan Amendment will redevelop the Project Area in conformity with the CCRL 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 City's General Plan, as amended, for the reasons stated in the General Plan and Priority Policy Consistency findings, as approved by the Planning Commission in Resolutions Nos. 18101 and 18102, which findings are incorporated herein by reference as though fully set forth herein.

f) The carrying out of the Redevelopment Plan Amendment will promote the public peace, health, safety and welfare of the community and effectuate the purposes and policies of the 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 Amendment 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 persons 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 CCRL. Dwelling units housing persons 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 CCRL.

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 of the CCRL.

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 prepared pursuant to Sections 33457.1 and 33352 of the CCRL.

18. The Agency has provided an opportunity for all persons to be heard and has considered all evidence and testimony presented for or against any and all aspects of the proposed Redevelopment Plan Amendment.

RESOLUTION

ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, provides the Agency's CEQA Findings for this action.
2. The Agency Commission hereby approves the proposed Bayview Hunters Point Redevelopment Plan Amendment, which is attached to the Commission Memorandum accompanying this Resolution and incorporated herein by this reference and recommends that the Board of Supervisors adopt the Redevelopment Plan Amendment.
3. The Executive Director is hereby directed to submit a copy of this Resolution, including the proposed Redevelopment Plan Amendment, to the Board of Supervisors for its consideration in acting on the adoption of the proposed Redevelopment Plan Amendment.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 65-2010

Adopted June 3, 2010

APPROVING THE CANDLESTICK POINT DESIGN FOR DEVELOPMENT FOR ZONE ONE OF THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. On May 23, 2006, the Board of Supervisors of the City and County of San Francisco ("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 "Bayview Hunters Point Redevelopment Project Area" or "Project Area"). The Redevelopment Plan established Activity Nodes in the Project Area, including the Candlestick Point Activity Node.
2. On May 27, 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing a conceptual framework (the "Conceptual Framework") for the integrated development of Phase 2 of the Hunters Point Shipyard and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, 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 housing, including a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Hunters Point Shipyard ("Shipyard") and a site for a new stadium for the 49ers on the Shipyard (the "Project").
3. On January 28, 2009, the Bayview Hunters Point Project Area Committee ("PAC") and the Mayor's Hunters Point Shipyard Citizens Advisory Committee ("CAC") endorsed the Urban Design Plan for the Candlestick Point – Hunters Point Shipyard Phase 2 Development Project ("Urban Design Plan"). The Urban Design Plan provides a specific land use, street system, open space, and vertical development framework to guide the continued planning and design of the Project Site.
4. In October 2009, the State legislature approved and the Governor signed and filed with the Secretary of State Senate Bill Number 792 (Statutes 2009, Chapter 203) ("SB 792"). SB 792 provides for the reconfiguration of the Candlestick Point State Recreation Area ("CPSRA") and improvement of the State park lands, in connection with the development of the Project. SB 792 permits the exchange of certain former tide and submerged lands – or so-called public trust lands - within the Project Site and authorizes the conveyance of State park land on Candlestick Point to the Redevelopment Agency of the City and County of San Francisco

("Agency"), in exchange for cash and other consideration, including improvements to the CPSRA.

5. On June 3, 2010, the Agency approved and recommended for adoption, by Resolution No. 64-2010, a redevelopment plan amendment for the Bayview Hunters Point Redevelopment Project Area ("Redevelopment Plan Amendment").
6. The proposed Redevelopment Plan Amendment would establish Zone 1 over the Candlestick Point Activity Node where the Agency shall approve future projects pursuant to owner participation agreements and the proposed Disposition and Development Agreement (the "DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site.
7. In connection with the adoption of the Redevelopment Plan Amendment, the Agency and the Planning Department propose to adopt the Candlestick Point Design for Development ("Design for Development"), which provides a development vision and specific development controls and design guidelines for Zone 1 of the Project Area.
8. The Design for Development is a companion document to the Redevelopment Plan. The Redevelopment Plan Amendment establishes the basic land use standards for the Project Area. The Design for Development provides legislated development requirements and specific design recommendations that apply to all developments within Zone 1 of the Project Area. The Redevelopment Plan Amendment and the Design for Development provide the Agency with the primary authority to administer and enforce land use and development permits for any property or project in Zone 1 of the Project Area.
9. The Design for Development builds upon the objectives and designs of the Urban Design Plan. The overall concept of the Design for Development is that the Project Site will rejuvenate, and connect with, the existing Bayview Hunters Point neighborhood to create a vibrant mixed-use district that provides a major focal point to the shoreline area of southeast San Francisco.
10. The Agency shall utilize the Design for Development, along with the Redevelopment Plan Amendment, in project approval and design review for future improvements and developments in Zone 1.
11. In reviewing development proposals, the Agency will follow the design review procedure described within the Design Review and Document Approval Procedures, which is an attachment to the proposed DDA. The Agency will work cooperatively with the Planning Department in reviewing development proposals through procedures agreed to within a Planning Cooperation Agreement currently under consideration, but the Agency will have final authority to approve development proposals.
12. The environmental effects of the Design for Development have been analyzed in the environmental documents, which are described in Resolution No. 59-2010, adopted on June 3, 2010. Copies of the environmental documents are on file with the Agency.

13. On June 3, 2010, after reviewing and considering the information contained in the Final Environmental Impact Report ("Final EIR"), for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project ("CP-HPS II Project"), the Agency certified, by Resolution No. 58-2010, the Final EIR for the CP-HPS II Project 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.). At a joint hearing on June 3, 2010, the Planning Commission also certified the Final EIR (Motion No. 18096).
14. The Agency hereby finds that the Design for Development is part of the CP-HPS II Project for purposes of compliance with CEQA.
15. On June 3, 2010, the Agency adopted, by Resolution No. 59-2010, findings that various actions related to the CP-HPS II Project including the Design for Development, are in compliance with CEQA. Said findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.
16. The Design for Development has been the subject of extensive debate and discussion by the Bayview Hunters Point community, including a series of land use planning workshops held in 2008, and frequent workshops and updates with the PAC and the CAC.
17. The Design for Development was presented to the Agency Commission at a workshop on April 6, 2010.
18. On June 3, 2010, the Planning Commission approved the Design for Development (Motion No. 18104).

RESOLUTION

ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action.
2. The Candlestick Point Design for Development for Zone 1 of the Bayview Hunters Point Redevelopment Project Area is hereby approved, substantially in the form previously provided to the Commission with the modification attached to the Commission Memorandum accompanying this Resolution.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 66-2010

Adopted June 3, 2010

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT FOR TRANSFER OF REAL ESTATE BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO FOR CERTAIN CITY PROPERTY AT CANDLESTICK POINT; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has approved, by Resolution Nos: 64-2010 and 61-2010, the Bayview Hunters Point Redevelopment Plan Amendment and the Hunters Point Shipyard Redevelopment Plan Amendment, respectively. The approval of these redevelopment plan amendments culminates years of public discussion, negotiations, and various actions of the Agency and the City and County of San Francisco ("City") to bring about the revitalization of the Hunters Point Shipyard and Candlestick Point Activity Node (together, Candlestick Point and Phase 2 of the Hunters Point Shipyard are the "Project Site").
2. Official actions of the City and Agency have included, among others, approvals of: the Conceptual Framework for the integrated development of the Project Site (Board of Supervisors Resolution No. 264-07; Agency Resolution No. 40-2007); the Second Amended and Restated Exclusive Negotiations and Planning Agreement, covering the Project Site ("Phase 2 ENA"); the Bayview Jobs, Parks and Housing Initiative (Proposition G, June 3, 2008); and, concurrently with this Resolution, a Disposition and Development Agreement ("DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site (the "Project").
3. On June 3, 2008, the City's voters passed Proposition G, which: (i) adopted overarching policies for the revitalization of the Project Site; (ii) authorized the conveyance of the real property owned by the City at Candlestick Point under the jurisdiction of the City's Recreation and Park Department ("RecPark") provided that there is a binding commitment to replace the transferred property with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project Site; and (iii) urged the City, the Agency and all other governmental agencies with jurisdiction to proceed expeditiously with revitalization of the Project Site.

4. Over the past several years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project. These public presentations have included meetings before the City Board of Supervisors ("Board of Supervisors"), the Agency Commission, the City's Planning Commission, other City commissions, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area, the Bayview Hunters Point Project Area Committee, and community groups.
5. The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project and provided for appropriate public hearings. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project 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.). The City's Planning Commission has determined, by Resolution 18101, that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1.
6. The DDA that the Agency is considering concurrently with this Resolution authorizes, among other things, up to 10,500 residential units, of which 32% will be offered at below-market-rate rates, approximately 336 acres of new and improved public parks and open spaces, up to 885,000 square feet of regional and neighborhood-serving retail space, up to 255,000 square feet of new and renovated replacement space for the Hunters Point Shipyard artists and a new arts center, up to 2.65 million square feet of commercial light industrial, research and development and office space, and land and supporting infrastructure for a new football stadium for the San Francisco 49ers ("49ers"). Section 1.2.1 of DDA. If the 49ers do not choose to build a new stadium in the Project Site, the Project includes a preferred non-stadium alternative, which would shift 1,625 housing units from Candlestick Point to the stadium site, provide for an additional 500,000 square feet of research and development space on the stadium site, and provide for approximately 326 acres of new and improved parks and open space. Section 1.2.2 of DDA. The Project is consistent with the Conceptual Framework, Proposition G, and the Phase 2 ENA.
7. To implement the Project, the Agency, the City and Developer have negotiated, among other agreements, an Agreement for Transfer of Real Estate, dated as of June 3, 2010, by and between the City, acting by and through RecPark, and the Agency ("RecPark Land Transfer Agreement").
8. Under the RecPark Land Transfer Agreement, the City agrees to transfer to the Agency, at no cost, the City's interest in the real property at Candlestick Point, including the land currently leased to the 49ers, and the Agency agrees to accept

the same on an "As-Is With All Faults" condition. The Agency agrees to use and dispose of this property in furtherance of the Project and for no other purpose, and in accordance with the requirements of Proposition G, including the requirement that the property currently under the jurisdiction of RecPark ("RecPark Property") not be transferred for development until there is a binding commitment to create new public park or open space land areas at least equal in size to the portion of the RecPark Property to be conveyed or used for non-recreational purposes, as more particularly described in Proposition G.

9. Under the RecPark Land Transfer Agreement, the Agency covenants and agrees to convey the RecPark Property to Developer as and when required under the DDA, subject to satisfaction of the conditions of transfer set forth in the DDA, including the requirements of Proposition G.
10. Under the RecPark Land Transfer Agreement, the City has no obligation to convey, and the Agency has no obligation to accept, all or any part of the property currently leased to the 49ers before the 49ers' lease terminates or expires and the 49ers vacate the leased premises. Promptly following the 49ers' departure, the City will convey the leased premises to the Agency as contemplated by the RecPark Land Transfer Agreement.
11. Under the RecPark Land Transfer Agreement, the City agrees that it will not amend the City's existing lease with the 49ers to extend the term beyond the current outside termination date (May 2023), unless the extension is approved by the Agency, Developer, and the California Department of Parks and Recreation.
12. The Agency is not paying cash consideration to the City for the property transferred to the Agency under the RecPark Land Transfer Agreement. The Agency's covenant and agreement to use the RecPark Property for the development of the Project is valid and binding consideration for the City's conveyance of the RecPark Property.
13. The Agency Commission hereby finds that the RecPark Land Transfer Agreement is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
14. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project are in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

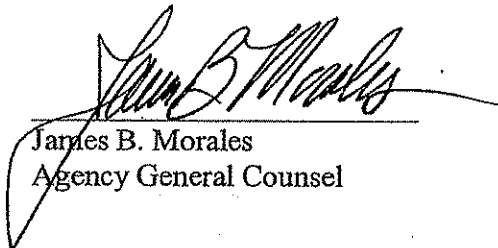
ACCORDINGLY, IT IS RESOLVED that Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco approves of the RecPark Land Transfer Agreement, substantially in the form lodged with the Agency General Counsel; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes and urges its Executive Director, prior to execution, to make changes and take any and all steps, including but not limited to the attachment of exhibits and the making of corrections, as necessary or appropriate to consummate the RecPark Land Transfer Agreement; provided, however, that such changes and steps do not materially increase the burdens and responsibilities of the Agency or materially decrease the benefits to the Agency; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director to take all actions as needed, to the extent permitted under applicable law and the RecPark Land Transfer Agreement, to effectuate the Agency's performance under the RecPark Land Transfer Agreement.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 67-2010

Adopted June 3, 2010

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PUBLIC TRUST EXCHANGE AGREEMENT BY AND AMONG THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO AND THE CITY AND COUNTY OF SAN FRANCISCO, THE CALIFORNIA STATE LANDS COMMISSION AND THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION IN FURTHERANCE OF THE CANDLESTICK POINT – HUNTERS POINT SHIPYARD PHASE II DEVELOPMENT PLAN PROJECT; HUNTERS POINT SHIPYARD AND BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREAS

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has approved, by Resolution Nos. 64-2010 and 61-2010, the Bayview Hunters Point Redevelopment Plan Amendment and the Hunters Point Shipyard Redevelopment Plan Amendment, respectively. The approval of these redevelopment plan amendments culminates years of public discussion, negotiations, and various actions of the Agency and the City and County of San Francisco ("City") to bring about the revitalization of the Hunters Point Shipyard and Candlestick Point Activity Node (together, Candlestick Point and Phase 2 of the Hunters Point Shipyard are the "Project Site").
2. Official actions of the City and Agency have included, among others, approvals of: the Conceptual Framework for the integrated development of the Project Site (Board of Supervisors Resolution No. 264-07; Agency Resolution No. 40-2007); the Second Amended and Restated Exclusive Negotiations and Planning Agreement, covering the Project Site ("Phase 2 ENA"); the Bayview Jobs, Parks and Housing Initiative (Proposition G; June 3, 2008); and, concurrently with this Resolution, a Disposition and Development Agreement ("DDA") with CP Development Co., LP, a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site (the "Project").
3. On June 3, 2008, the City's voters passed Proposition G, which: (i) adopted overarching policies for the revitalization of the Project Site; (ii) authorized the conveyance of the real property owned by the City at Candlestick Point under the jurisdiction of the City's Recreation and Park Department ("RecPark") provided that there is a binding commitment to replace the transferred property with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project Site; and (iii) urged the City, the Agency and all other governmental agencies with jurisdiction to proceed expeditiously with revitalization of the Project Site.

4. Over the past several years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project. These public presentations have included meetings before the City Board of Supervisors ("Board of Supervisors"), the Agency Commission, the City's Planning Commission, other City commissions, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area, the Bayview Hunters Point Project Area Committee, and community groups.
5. In 2009, the State legislature approved and the Governor signed and filed with the Secretary of State Senate Bill Number 792 ("SB 792"), providing for the reconfiguration of the Candlestick Park State Recreation Area ("CP State Park Recreation Area") and improvement of the State's park lands, in connection with the development of the Project Site. SB 792 permits the exchange of certain public trust lands and the reconfiguration and improvement of CP State Recreation Area, in furtherance of State public trust, park and redevelopment purposes.
6. The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project and provided for appropriate public hearings. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project 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.). The City's Planning Commission has determined, by Resolution No. 18101, that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1.
7. The DDA that the Agency is considering concurrently with this Resolution authorizes, among other things, up to 10,500 residential units, of which 32% will be offered at below-market-rate rates, approximately 336 acres of new and improved public parks and open spaces, up to 885,000 square feet of regional and neighborhood-serving retail space, up to 255,000 square feet of new and renovated replacement space for the Hunters Point Shipyard artists and a new arts center, up to 2.65 million square feet of commercial light industrial, research and development and office space, and land and supporting infrastructure for a new football stadium for the San Francisco 49ers ("49ers"). Section 1.2.1 of DDA. If the 49ers do not choose to build a new stadium in the Project Site, the Project includes a preferred non-stadium alternative, which would shift 1,625 housing units from Candlestick Point to the stadium site, provide for an additional 500,000 square feet of research and development space on the stadium site, and provide for approximately 326 acres of new and improved parks and open space. Section 1.2.2 of DDA. The Project is consistent with the Conceptual Framework, Proposition G, and the Phase 2 ENA.

8. To implement the Project, the Agency, the City and Developer have negotiated, among other agreements, a title settlement, public trust exchange and boundary line agreement ("Public Trust Exchange Agreement") by and between the Agency, the California State Lands Commission ("State Lands"), the City acting by and through the Board of Supervisors and through the San Francisco Port Commission, and the California Department of Parks and Recreation ("State Parks").
9. The purpose of this Public Trust Exchange Agreement is to settle certain boundary and title disputes related to the common law public trust for commerce, navigation, and fisheries ("Public Trust"), and to establish and reconfigure the location of lands subject to the Public Trust and lands free of the Public Trust, through the conveyances, boundary line agreements, and disclaimers provided for in the Public Trust Exchange Agreement, in furtherance of the Project and the purposes of the Public Trust.
10. The Public Trust Exchange Agreement provides a mechanism for implementing the Public Trust exchange permitted under SB 792, and contemplates that the public trust exchange as described in the Public Trust Exchange Agreement ("Public Trust Exchange") will occur in phases upon the satisfaction of certain conditions and subject to the approval of the State Lands Commission. The lands to be included in the Public Trust Exchange lie within eight separate areas, and the parties to the Public Trust Exchange Agreement will effectuate the Public Trust Exchange through a series of conveyances of the lands within those areas, as provided in the Public Trust Exchange Agreement.
11. Following the Public Trust Exchange, the entire waterfront within the Project Site, as well as certain interior lands that have high Public Trust values, will be subject to the Public Trust. The Agency (or, for certain streets, the City) will hold all of the Public Trust lands outside of the CP State Park Recreation Area as trustee, in accordance with the statutory grant in SB 792. The lands that will be removed from the Public Trust under the Public Trust Exchange Agreement have been cut off from navigable waters, are no longer needed or required for the promotion of the Public Trust, and constitute a relatively small portion of the granted public trust lands within the City. The lands removed from the Public Trust, outside of the CP Park State Recreation Area, will be conveyed to the Agency.
12. Consistent with the requirements of SB 792, the Public Trust Exchange Agreement contains provisions to ensure that public access is provided to Public Trust lands and that views of the San Francisco Bay from certain Public Trust lands are protected.
13. The Agency Commission hereby finds that the Public Trust Exchange Agreement is part of the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.

14. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION


ACCORDINGLY, IT IS RESOLVED that Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco approves of the Public Trust Exchange Agreement, substantially in the form lodged with the Agency General Counsel; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes and urges its Executive Director, prior to execution, to make changes and take any and all steps, including but not limited to the attachment of exhibits and the making of corrections, as necessary or appropriate to consummate the Public Trust Exchange Agreement; provided, however, that such changes and steps do not materially increase the burdens and responsibilities of the Agency or materially decrease the benefits to the Agency; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director to take all actions as needed, to the extent permitted under applicable law and the Public Trust Exchange Agreement, to effectuate the Agency's performance under the Public Trust Exchange Agreement.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 69-2010

Adopted June 3, 2010

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN CP DEVELOPMENT CO., LP AND THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO ("AGENCY"), AND AN INTERAGENCY COOPERATION AGREEMENT AND A TAX ALLOCATION AGREEMENT BETWEEN THE AGENCY AND THE CITY AND COUNTY OF SAN FRANCISCO, AND A COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE PLANNING DEPARTMENT OF THE CITY AND COUNTY OF SAN FRANCISCO FOR THE DEVELOPMENT OF CANDLESTICK POINT AND PHASE 2 OF THE HUNTERS POINT SHIPYARD; BAYVIEW HUNTERS POINT AND HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREAS

BASIS FOR RESOLUTION

1. In July 1997, the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") adopted, by Ordinance No. 285-97, a Redevelopment Plan for the revitalization of the Hunters Point Shipyard Redevelopment Project Area ("Shipyard Redevelopment Plan"), and in June 2006 the Board of Supervisors, by Ordinance No. 113-06, adopted a Redevelopment Plan for the Bayview Hunters Point ("BVHP") Redevelopment Project Area, including land in Candlestick Point ("BVHP Redevelopment Plan"). The Candlestick Point Activity Node of the BVHP Redevelopment Project Area ("Candlestick Point") and the Hunters Point Shipyard Redevelopment Project Area ("Shipyard") are in close proximity to one another and make up the largest area of under-utilized land in the City and County of San Francisco ("City"). Over many years, the City and the Redevelopment Agency of the City and County of San Francisco ("Agency") have planned for the redevelopment of Candlestick Point and the Shipyard on parallel, but separate, paths.
2. In June 1997, San Francisco voters approved a plan for the redevelopment of Candlestick Point and the existing stadium (Propositions D and F). For several years following the adoption of Proposition F, the City worked with the San Francisco 49ers ("49ers") and its developer partner, the Mills Corporation, to pursue a plan for developing the stadium and adjoining entertainment retail shopping center project, but that plan proved to be economically and practically infeasible.
3. On March 30, 1999, after an extensive Request for Qualifications process, the Agency selected Lennar-BVHP, LLC ("Lennar") as the primary developer for the Shipyard.

4. On June 1, 1999, the Agency Commission approved, by Resolution No. 68-99, an Exclusive Negotiations Agreement with Lennar for the redevelopment of the Shipyard.
5. On December 2, 2003, the Agency Commission approved the first set of transaction documents, including the Disposition and Development Agreement Hunters Point Shipyard Phase 1 ("Phase 1 DDA") for a portion of the Shipyard identified as Parcel A-1 and Parcel B-1 (hereinafter collectively "Phase 1"). On that same day, the Agency Commission also approved the Amended and Restated Exclusive Negotiations Agreement (Phase 2, Hunters Point Shipyard) (herein referred to as the "HPS Phase 2 ENA"), which established the terms and conditions under which the Agency and Lennar would negotiate one or more agreements for the remainder of the Shipyard or portions thereof.
6. On March 31, 2004, the United States Department of the Navy ("Navy") and the Agency executed a conveyance agreement ("Conveyance Agreement"), which is the framework that sets forth the terms and conditions for the phased clean up and transfer of the Shipyard to the Agency. In accordance with the Conveyance Agreement, the Navy conveyed the first 75 acres of the Shipyard (Parcel A) to the Agency on December 3, 2004.
7. On April 5, 2005, the Agency transferred the non-public parcels within Parcel A to Lennar to construct the infrastructure improvements required under the Phase 1 DDA. On that same date, the Agency Commission approved the First Amendment to the Phase 1 DDA, which included technical corrections and changes that were necessary to clarify the intent of the Phase 1 DDA.
8. In the fall of 2005, the 49ers, after having conducted a competitive process for a new developer partner, selected Lennar Communities, Inc. to explore the feasibility of a new plan for development of a stadium in the context of a comprehensive mixed-use project at Candlestick Point.
9. Lennar Communities, Inc., working in cooperation with the 49ers and the City for over 18 months, created a preliminary plan for Candlestick Point that would provide for a world-class 49ers stadium and related mixed-use development, but the 49ers decided that the proposed plan did not fully meet its needs. On November 8, 2006, the 49ers announced that it would examine the feasibility of a new stadium in Santa Clara.
10. On December 5, 2006, the Agency Commission approved, by Resolution 159-2006, a First Amendment to the HPS Phase 2 ENA to: i) extend the term of the agreement for the period covering December 3, 2006 through December 31, 2007; and ii) modify existing and establish new terms and conditions under which the Agency and Lennar would continue to negotiate one or more disposition and development agreements for the balance of the Shipyard or portions thereof.
11. On February 13, 2007, the Board of Supervisors endorsed, by Resolution No. 59-07, the efforts of the City, the Agency, and Lennar to generate a conceptual

proposal for an integrated mixed-use development on Candlestick Point and the Shipyard, including a new 49ers stadium, and urged the Agency to amend its exclusive negotiations agreement with Lennar for the Shipyard to provide for an integrated redevelopment project on both Candlestick Point and the Shipyard. Combining and integrating the planning and redevelopment of Candlestick Point and the Shipyard presented the opportunity to create a more coherent overall plan, including, for example, a comprehensive public recreation and open space plan and an integrated transportation and transit plan. An integrated planning effort would also create efficiencies in the financing of infrastructure and development and expedite the revitalization of both areas.

12. On May 1, 2007, the Agency Commission endorsed, by Resolution No. 40-2007, a conceptual framework ("Conceptual Framework") to guide the City, the Agency, Lennar, and Lennar Communities, Inc. in planning for the integrated development of a portion of the Shipyard ("Phase 2 of the Shipyard") and the Candlestick Point Activity Node of the BVHP Redevelopment Project Area (together, 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 housing, including 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"). On May 15, 2007, the Board of Supervisors approved Resolution No. 264-07, endorsing the Conceptual Framework.
13. Also, on May 1, 2007, the Agency and Lennar entered into a Second Amended and Restated Exclusive Negotiations and Planning Agreement, covering Phase 2 of the Shipyard and Candlestick Point (as amended, the "Phase 2 ENA"), which required, among other things, that Lennar bring on additional partners with expertise in retail, infrastructure and/or Research & Development/Biotech, as well as additional equity partners with the financial capacity to ensure that the development of the Project Site could expeditiously proceed through all predevelopment and development phases notwithstanding fluctuations in the marketplace (the "Partner Requirement") and to form one or more new joint ventures with such new partners.
14. 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 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 Agency and all other governmental agencies with jurisdiction to proceed expeditiously with the Project.

15. On August 19, 2008, the Agency Commission approved, by Resolution No. 86-2008, certain actions related to Lennar's satisfaction of the Partner Requirement under the Phase 2 ENA to bring on additional partners with experience and financial capabilities beneficial to the development of the Project Site and assigning and amending certain rights and obligations under the Phase 1 DDA and the Phase 2 ENA to add new partners. As a result, the Phase 2 ENA was amended to provide, among other things, the assignment of all rights and obligations of Lennar under the Phase 2 ENA to subsidiaries of a new joint venture, whose members include Scala Real Estate Partners, LP, Hillwood Development Company, LLC, Estein Management Corporation, and Lennar Corporation. Specifically, one newly formed Delaware limited partnership ("HPS Developer") acquired all rights and obligations of Lennar under the Phase 2 ENA related to the Shipyard and another newly formed Delaware limited partnership ("CP Developer") acquired all rights and obligations related to Candlestick Point.
16. On October 27, 2008, the Agency Commission endorsed, by Resolution No. 130-2008, the Project's Finance Plan, which included a summary of the sources and uses of funds, a cash flow proforma analysis, a description of the proposed transaction structure, a description of the Project, and the key financial terms for a new 49ers stadium. On November 25, 2008, the Board of Supervisors endorsed, by Resolution No. 494-08, the Finance Plan.
17. On April 6, 2010, the Agency Commission authorized, by Resolution No. 32-2010, a Second Amendment to the Phase 2 ENA with HPS Development Co., LP and CP Development Co., LP, to, among other things, consent to the assignment of all of the HPS Developer's rights, title, interest and obligations under the Phase 2 ENA to the CP Developer ("Developer").
18. Over the past three years, more than 230 public meetings, workshops and presentations have been held on every aspect of the Project. These public presentations have included meetings before the Agency Commission, the City's Planning Commission, the Board of Supervisors, other City commissions, the Mayor's Citizens Advisory Committee for the Hunters Point Shipyard Redevelopment Project Area ("CAC"), the BVHP Project Area Committee ("PAC"), and community groups.
19. The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project and provided for appropriate public hearings. The City's Planning Commission determined, by Resolution No. 18101, that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1.
20. On June 3, 2010, the Planning Commission certified, by Motion No. 18096, and the Agency certified, by Resolution No. 58-2010, the Final Environmental Impact Report for the Candlestick Point-Hunters Point Shipyard Phase II Development Plan Project 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.).

21. Concurrently with this Resolution, the Agency is considering a number of actions in furtherance of the Project, including the approval of amendments to the Shipyard Redevelopment Plan and the BVHP Redevelopment Plan (together the "Redevelopment Plan Amendments"), and certain agreements for the transfer of real property. The BVHP Redevelopment Plan Amendment establishes Zone 1 and Zone 2 of the BVHP Redevelopment Project Area; Zone 1 is Candlestick Point.
22. The Agency has negotiated a Disposition and Development Agreement ("DDA") with the Developer for the redevelopment of the Project Site. The DDA has numerous exhibits and attachments, including, among others, the Schedule of Performance, Financing Plan, Below-Market-Rate Housing Plan, Phasing Plan, Design Review and Document Approval Procedure, Community Benefits Plan, Infrastructure Plan, Parks and Open Space Plan, and Transportation Plan.
23. As authorized in the DDA, the Project includes up to 10,500 residential units (of which 32% will be offered at below-market-rate ("BMR") and includes both Affordable Units (as defined in the DDA) meeting the standard of affordability under the California Community Redevelopment Law and Workforce Units (as defined in the DDA) having other eligibility standards), approximately 336 acres of new and improved public parks and open spaces, up to 885,000 square feet of regional and neighborhood-serving retail space, up to 255,000 square feet of new and renovated replacement space for the Shipyard artists and a new arts center, up to 2.65 million square feet of commercial light industrial, research and development and office space, and land and supporting infrastructure for a new football stadium for the 49ers. If the 49ers do not choose to build a new stadium in the Project Site, the Project includes a preferred non-stadium alternative, which would shift up to 1,625 housing units from Candlestick Point to the stadium site, provide for an additional 500,000 square feet of research and development space on the stadium site, and provide for approximately 326 acres of new and improved parks and open space. The Project is consistent with the Conceptual Framework, Proposition G, and the Phase 2 ENA.
24. The DDA gives the Developer the right to develop the Project in four (4) Major Phases (as defined in the DDA), and within each Major Phase, in a series of Sub-Phases (as defined in the DDA). More particularly, the DDA establishes the linkages between the Developer's build-out of Major Phases and Sub-Phases, and the Developer's obligations to complete the parks, transportation and other infrastructure required for that build-out, and to deliver affordable housing parcels and other public benefits corresponding to that build-out. The Major Phases and Sub-Phases are designed to ensure that the Developer satisfies its public benefit obligations regarding parks, affordable housing, and other community benefits proportionately along with the construction of market rate development.

25. The DDA provides for the horizontal land development of the Project to be built out over approximately 20 years, with vertical development occurring during that period and beyond. The DDA establishes outside dates for horizontal development in a Schedule of Performance, which is attached to the DDA. The Schedule of Performance may be extended due to events outside of the Developer's control like acts of war, natural disasters, litigation, and adverse economic conditions. In addition, the Developer has certain discretionary extension rights that cumulatively cannot exceed six (6) years.
26. As more particularly described in the DDA, the Developer will build significant public infrastructure, and then it will recover its private investment through an allocation of the property tax increment generated by the Project, special taxes imposed on the market development parcels, and proceeds from the sale of finished lots.
27. The first Major Phase of the Project includes the rebuilding of the Alice Griffith Housing Development (or the payment of a subsidy for such rebuilding), together with the development of approximately 1,800 residential units on 120 acres and improved land and subsidies to the Agency for BMR residential units, approximately 36 acres of parks and open space, and the renovation and construction of new replacement studios for the Shipyard artists.
28. The DDA reserves certain property at the Shipyard for the potential development of a new stadium for the 49ers, if the 49ers choose to locate a new stadium on this site in a timely manner. If certain conditions are met regarding agreements with the 49ers and the National Football League, the Developer must build significant infrastructure for the new 49ers stadium and contribute \$100,000,000 toward the cost of constructing the stadium. If these conditions are not met by specified dates, then the Developer may proceed with the non-stadium alternative as described in the DDA.
29. In addition to the DDA, the Agency has negotiated: (i) an Interagency Cooperation Agreement between the Agency and the City ("ICA"), (ii) a Tax Allocation Pledge Agreement between the Agency and the City ("Tax Allocation Agreement"), and (iii) a Planning Cooperation Agreement between the Agency and the City's Planning Department ("Planning Cooperation Agreement").
30. The purpose of the ICA is to establish procedures between the City and the Agency for interdepartmental coordination related to the implementation of the Project. The ICA provides for cooperation between the City and the 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. The ICA further commits City departments that consent to become a part of the ICA to perform and maintain certain services as set forth in specified mitigation measures, subject to appropriation. The Developer and its successors under the DDA are third party beneficiaries of the ICA.

31. The purpose of the Tax Allocation Agreement is to provide for the irrevocable pledge of all net available tax increment from the Project Site for the purposes of financing or refinancing the construction of public infrastructure and certain other public improvements on the Project Site. As set forth in the Financing Plan attached to the DDA, the Agency will incur specific obligations to finance certain costs of the Project, including the pledge of tax increment from the Project Site for public improvements and affordable housing purposes, subject to the approval of the Board of Supervisors. Tax increment from the Project Site or the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Agency to pay or otherwise reimburse directly the costs of public infrastructure or other public improvements. In a separate resolution, the Agency is making benefit findings for the infrastructure and other Agency expenditures under Sections 33445 and 33445.1 of the California Community Redevelopment Law.
32. As set forth in the Financing Plan, the Agency also intends to establish one or more community facilities districts ("CFDs"), which may include improvement areas and tax zones for the Project Site under the Mello-Roos Community Facilities Act of 1982, as amended. CFD bond proceeds will also be used to finance public improvements constructed as part of the Project.
33. The Financing Plan contemplates that all of the Housing Increment (as defined in the Financing Plan) produced by development on the Project Site will be used in the Project Site for the development of Affordable Housing on the Project Site, including one-for-one replacement of housing in the Alice Griffith Housing Development ("Alice Griffith Replacement Units"). The Financing Plan acknowledges that the Agency will use the Housing Increment produced by development outside of the Project Site to meet its obligations under the BMR Housing Plan with respect to the Alice Griffith Replacement Units ("Housing Advance"). If the Project Site generates any net available tax increment that exceeds the amount allocated to pay for public infrastructure and other public improvements, then such Excess Increment (as defined in the Financing Plan) will be used first to repay the Agency for the Housing Advance and then to the Developer to pay for or reimburse Developer for constructing public improvements.
34. Under the Financing Plan, the Agency will use only tax increment that is generated from the Project Site to finance the Project, except to the extent that the Agency uses Housing Increment from outside the Project Site to finance the Alice Griffith Replacement Units. In other words, the Agency will not use tax increment from Zone 2 of the BVHP Redevelopment Project Area and any other redevelopment project area for development in the Project Site except for the Alice Griffith Replacement Units.
35. The dedication of Housing Increment and Excess Increment as provided in the Financing Plan is essential to the financing of affordable housing on the Project Site, including the Alice Griffith Replacement Units, and complies with the

requirements of the California Community Redevelopment Law and the requirements of the Redevelopment Plan Amendments regarding the use of tax increment revenues for affordable housing.

36. The purpose of the Planning Cooperation Agreement is to define the roles of the Agency staff and the City's Planning Department staff in the implementation of the Project under the DDA to ensure that all development in the Project Site is in accordance with the Shipyard Redevelopment Plan and the BVHP Redevelopment Plan and related documents. Design controls governing the Project are set forth in the respective Design for Development for the Candlestick Site and the Shipyard Site attached to the DDA. Under the Redevelopment Plan Amendments and the Designs for Development, the Agency has final land use authority for development with the Project Site.
37. The Agency and the Planning Department previously entered into a delegation agreement dated as of September 19, 2006 to define the roles of the respective parties in the implementation of the BVHP Redevelopment Plan ("BVHP Delegation Agreement"). As the Planning Cooperation Agreement will govern the roles of the Agency and the Planning Department for the entire Project Site, the BVHP Delegation Agreement is being revised to delete Candlestick Point from the BVHP Delegation Agreement. Nothing in the Planning Cooperation Agreement changes the roles of the Agency staff or the Planning Department staff within Zone 2 of the BVHP Redevelopment Plan (i.e., the area not covered by the DDA). Development in Zone 2 will continue to be governed by the San Francisco Planning Code under the BVHP Redevelopment Plan Amendment and the existing terms of the BVHP Delegation Agreement.
38. The CAC, at its meeting of May 24, 2010, and the PAC, at its meeting of May 27, 2010, have reviewed and endorsed the DDA.
39. The Agency Commission hereby finds that the DDA, ICA, Tax Allocation Agreement, and Planning Cooperation Agreement are part of the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project for purposes of compliance with CEQA.
40. In Resolution No. 59-2010, adopted on June 3, 2010, the Agency Commission adopted findings that various actions related to the Candlestick Point - Hunters Point Shipyard Phase II Development Plan Project were in compliance with CEQA. These findings are on file with the Secretary of the Agency and are incorporated herein by reference. Said findings are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein.

RESOLUTION

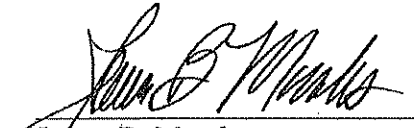
ACCORDINGLY, IT IS RESOLVED that Resolution No. 59-2010, adopted by the Agency Commission on June 3, 2010, sets forth the Agency's CEQA Findings for this action; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco approves the DDA, the ICA, the Tax Allocation Agreement, and the Planning Cooperation Agreement ("Agreements"), substantially in the form lodged with the Agency General Counsel; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director, prior to execution, to make changes and take any and all steps, including but not limited to the attachment of exhibits and the making of corrections, as necessary or appropriate to consummate the Agreements; provided, however, that such changes and steps do not materially increase the burdens and responsibilities of the Agency or materially decrease the benefits to the Agency; and

IT IS FURTHER RESOLVED that the Redevelopment Agency of the City and County of San Francisco authorizes its Executive Director to take all actions as needed, to the extent permitted under applicable law and under these Agreements, to effectuate the Agency's performance under the Agreements, including amending the existing BVHP Delegation Agreement to remove Candlestick Point.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

RESOLUTION NO. 70-2010

Adopted June 3, 2010

**MAKING FINDINGS PURSUANT TO SECTIONS 33445 AND
33445.1 OF THE CALIFORNIA COMMUNITY
REDEVELOPMENT LAW FOR THE FUNDING OF
INSTALLATION AND CONSTRUCTION OF PUBLIC
IMPROVEMENTS RELATED TO THE HUNTERS POINT
SHIPYARD REDEVELOPMENT PROJECT AREA;
HUNTERS POINT SHIPYARD REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has adopted, by Resolution No. 61-2010, an amendment to the Hunters Point Shipyard Redevelopment Plan ("Redevelopment Plan Amendment") to implement the Candlestick Point Hunters Point Shipyard Phase 2 Project (the "Project") and has recommended that the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approve the Redevelopment Plan Amendment.
2. The Redevelopment Plan Amendment provides for a development program for Phase 2 of the Hunters Point Shipyard Redevelopment Project Area ("Shipyard" or "Project Area") that includes up to 2,650 residential units, 125,000 square feet of neighborhood retail space, 255,000 square feet of artists space, 50,000 square feet of community uses, 2,500,000 square feet of research and development and office space, and a 69,000 seat National Football League stadium (the "Stadium Alternative").
3. The Hunters Point Shipyard Redevelopment Plan provides that, in the event the 49ers elect not to relocate to the Shipyard, up to 1,625 additional residential units (transferred from the Bayview Hunters Point Redevelopment Project Area) and between 500,000 and 2,500,000 additional square feet of research and development and office uses may be developed in the location that had been reserved for the stadium while the remainder of the development program remains unchanged (the "Non-Stadium Alternative").
4. The Agency has approved, by Resolution No. 69-2010, a Disposition and Development Agreement between CP Development Co., LP and the Agency ("DDA") for the development of the Project upon Phase 2 of the Project Area and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, the "Project Site"). As set forth in the Financing Plan attached to the DDA, the Agency will have financial obligations

to finance certain costs of the Project, including the pledge of tax increment from the Project Site for public improvements and affordable housing purposes, subject to the approval of the Board of Supervisors. Tax increment from the Project Site or the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Agency to pay or otherwise reimburse directly the costs of public infrastructure or other public improvements.

5. The public improvements for which payment of costs by the Agency are proposed to be authorized pursuant to the findings herein are part of the Agency's redevelopment program for the Project Area.
6. Section 33445 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: 1) the public improvements benefit the project area; 2) no other reasonable means of financing the improvements are available to the community, and 3) payment for the improvements will assist in the elimination of blight in the project area and is consistent with the implementation plan.
7. Section 33445.1 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: (1) the public improvements are of primary benefit to the project area, and the public improvements benefit the project area by helping to eliminate blight within the project area, or will directly assist in the provision of housing for low- or moderate-income persons; (2) no other reasonable means of financing the acquisition of the public improvements are available to the legislative body including, but not limited to, general obligation bonds, revenue bonds, special assessment bonds, or bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311)) of Part 1 of Division 2 of Title 5 of the Government Code); (3) the payment of funds for the public improvements is consistent with the implementation plan; and (4) each public improvement is provided for in the redevelopment plan.
8. Both the proposed Redevelopment Plan Amendment and the findings of this Resolution will be considered for adoption by the Board of Supervisors.

RESOLUTION


NOW THEREFORE BE IT RESOLVED that the Agency hereby adopts the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency hereby proposes that the Board of Supervisors adopt the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency, based on the findings in Attachment A, hereby seeks the Board of Supervisors' consent to fund the public improvements listed in Attachment B in the event that the Stadium Alternative is implemented.

IT IS FURTHER RESOLVED that the Agency, based on the findings in Attachment A, hereby seeks the Board of Supervisors' consent to fund the public improvements in Attachment C in the event that the Non-Stadium Alternative is implemented.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

**FINDINGS OF BENEFIT
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445)**

SUBJECT IMPROVEMENTS:

The substantial majority of the development program remains consistent between the Stadium Alternative and the Non-Stadium Alternative. While the Non-Stadium Alternative results in residential, research and development and office uses being developed in the location of the planned stadium, comparable infrastructure, public facilities, utilities, parks and open space, and related improvements are required to serve such development as would be required to serve the stadium. Thus, the findings below apply to both the Stadium Alternative and the Non-Stadium Alternative.

The intent of the following findings is to make two sets of findings, one of which applies in the event that the Stadium Alternative is developed, and the other of which applies if the Non-Stadium Alternative is developed. "Subject Improvements," as used below, means the Stadium Alternative Public Improvements (Attachment B, Schedule 1) in the event of the Stadium Alternative is developed, and the Non-Stadium Public Improvements (Attachment C, Schedule 1) in the event the Non-Stadium Alternative is developed.

I. FINDINGS OF BENEFIT

The Redevelopment Agency of the City and County of San Francisco proposes to pay for the Subject Improvements that will benefit the Project Area of the Hunters Point Shipyard Redevelopment Plan ("Project Area") and help to eliminate blight within the Project Area in that:

- A. The Subject Improvements will be located in the Project Area.
- B. Nearly all public utility systems in the Project Area, including stormwater, sewer, water, electrical and gas systems, were installed during World War II. Based on their age as well as the maintenance of the infrastructure, the systems require upgrading and replacement. Insufficient public utilities would cause unsafe and unsanitary conditions for the building occupants, which the Subject Improvements will remedy. Public infrastructure inadequacies that will be remedied by these Subject Improvements include inadequate and obsolete water and sewer utilities and non-existent gas services.
- C. The Subject Improvements will remedy substandard and exposed electrical wiring, substandard aboveground water pipes, and the current lack of utilities that causes reliance upon portable toilets.
- D. Water utility improvements will benefit the project area by remedying insufficient water service for residential uses and for fire fighting. Storm water drainage and

ATTACHMENT A

sewer improvements will bring the drainage system into compliance with current design and environmental standards.

- E. The Subject Improvements will remedy inadequate roads and circulation, including missing or damaged curbs and sidewalks, deteriorated streets, and insufficient parking. The Subject Improvements will benefit the Project Area by eliminating unsafe conditions and integrating the Project Area into the broader Bayview street grid and streetscape. This will transform the existing isolation of the Project Area's streetscape, which resulted from its previous military uses, into an urban streetscape that is an integral part of San Francisco. This will facilitate greater circulation for pedestrians, bicyclists, and automobiles, and access to neighborhood serving businesses, recreation sites, and waterfront access sites for enjoyment of the Bay.
- F. The Subject Improvements will create community and regional parks, open spaces, destinations and gathering places that will directly benefit the quality of life for residents of the Project Area. In addition to benefitting the quality of life, these park and open space improvements will attract visitors, which will improve the economic viability of the commercial elements of the redevelopment program. The Subject Improvements include shoreline improvements that will protect both the perimeter of the new open spaces as well as the perimeter of the development.
- G. Deficiencies in public infrastructure and facilities contribute to blight in the Project Area. The Subject Improvements, including the facilities themselves and the associated construction required to provide them, will assist in eliminating blight by eliminating unsafe conditions, improving public safety, establishing and improving upon utility service, providing for recreational opportunities and thereby enhancing the quality of life in the community, facilitating development, integrating the Project Area into the broader San Francisco economy, and establishing utilities that conform with current design standards.
- H. The Subject Improvements will act as a catalyst providing an incentive for private investment, thereby contributing to the removal of economic blight.
- I. In light of the findings above, the Subject Improvements will primarily benefit the Project Area.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the ongoing recession. Several budget-related documents confirm the breadth and depth of the City's fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

ATTACHMENT A

Page 2 of 9

A. City's Three-Year Budget Projection for General Fund Supported Obligations
FY 2010-11 through 2012-13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011
City & County of San Francisco Mayor's Office Instructions &
Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need

ATTACHMENT A

Page 3 of 9

some or all of the departmental contingency reductions in order to balance the citywide deficit.

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).
3. Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet the annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

III. **CONSISTENCY WITH THE IMPLEMENTATION PLAN**

- A. The payment of funds for the Subject Improvements is consistent with the Implementation Plan for the Hunters Point Shipyard Redevelopment Plan, adopted pursuant to Health & Safety Code section 33490, as updated by Resolution No. _____. See *Hunters Point Shipyard Redevelopment Project Area Five Year Implementation Plan*, (May 2010 Update). The public improvements provided for in the updated Implementation Plan include, but are not limited to:

1. Public open spaces including parks, plazas, habitat restoration, sports facilities and playgrounds.

ATTACHMENT A

Page 4 of 9

2. Facilities in parks such as tables, waste receptacles, signage, landscaping, market stalls and maintenance facilities.
3. Public roadways and other walkways, roadways, lanes, and connectors.
4. Medians, curbs, bulb-outs, and gutters.
5. Sidewalks, street trees, landscaping, and street furnishings.
6. Street, sidewalk, and park lighting.
7. Traffic signals, control centers, street signage, and pavement striping.
8. Parking meters.
9. Potable water distribution and fire suppression facilities.
10. Reclaimed water facilities and irrigation distribution.
11. Sanitary sewer facilities and pump stations.
12. Storm drains, storm water sewer, treatment and conveyance facilities.
13. Natural gas, electric, telephone and telecommunication facilities.
14. Utilities and utility relocation.
15. Muni light rail/bus/transit facilities, cantenary wires, communication facilities, transit stops and markings, poles, eyebolts, and substations as needed and related improvements.
16. Bridges, trails, and staircases.
17. Improvements to existing roadways, streetscapes and utilities.

B. The Subject Improvements are also consistent with the goals and objectives of the Implementation Plan, including but not limited to:

1. Foster employment, business, and entrepreneurial opportunities in the rehabilitation, construction, operations, and maintenance of facilities in the Project Area.
2. Stimulate and attract private investments, thereby improving the City's economic health, tax base, and employment opportunities;
3. Provide for the development of economically vibrant and environmentally sound districts for mixed use cultural, recreation, educational and arts, research, and training, and housing uses.
4. Provide for infrastructure improvements, including streets and transportation facilities, open space and recreation areas, and utilities for water, sewer, gas and electricity.
5. Remove conditions of blight in the form of buildings, site improvements, and infrastructure systems which are substandard and serve as impediments to land development.

ATTACHMENT A

**FINDINGS OF PRIMARY BENEFIT
HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445.1)**

PUBLIC IMPROVEMENTS OUTSIDE THE PLAN AREA:

The following findings apply to the construction of the improvements to Innes Avenue and Hunters Point Boulevard street improvements ("**Innes Street Improvements**"), that extend outside of the Hunters Point Shipyard Redevelopment Project Area, as listed in Attachments B and C, Schedule II.

I. FINDINGS OF PRIMARY BENEFIT AND ELIMINATION OF BLIGHTING CONDITIONS

The public improvements are of primary benefit to Project Area in that:

- A. The Innes Street Improvements will provide access to the Hunters Point Shipyard Project Area, and will assist in eliminating blight in the Project Area. The Innes Street Improvements will allow for improved transit service, including fewer interruptions, thus benefitting new residents of the Project Area by facilitating access to neighborhood services, access to broader city services and new and existing job centers, and access to recreational opportunities.
- B. The Innes Street Improvements will act as a catalyst providing an incentive for private investment in the Project Area, thereby contributing to the removal of economic blight.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the recent deep recession. Several budget-related documents confirm the breadth and depth of the City's fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

A. City's Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

ATTACHMENT A

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011
City & County of San Francisco Mayor's Office Instructions &
Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need some or all of the departmental contingency reductions in order to balance the citywide deficit.

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

ATTACHMENT A

Page 7 of 9

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).
3. Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

In order to adequately finance the construction of the infrastructure and public improvements required to support the development program set forth in the Hunters Point Shipyard Redevelopment Plan, numerous comprehensive community facilities districts under the Mello-Roos Community Facilities Act of 1982 (herein, "CFDs") are proposed to contribute towards the funding of improvements to the maximum extent feasible under current Agency guidelines and the local real estate market. Because the CFDs will be comprehensive, no other land-secured financing district (e.g., assessment district financing) is financially feasible. As such, and in light of the financial conditions described above, the CFDs are not alternatives to tax increment financing. Even with the implementation of the CFDs, the payment of costs by the Agency in connection with installation and construction of the Innes Street Improvements is still required.

III. CONSISTENCY WITH THE IMPLEMENTATION PLAN

- A. The payment of funds for the Innes Street Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. See *Hunters Point Shipyard Redevelopment Project Area Five Year Implementation Plan*, Appendix H, as updated by Resolution No. _____. The public improvements provided for in the Implementation Plan include, but are not limited to:

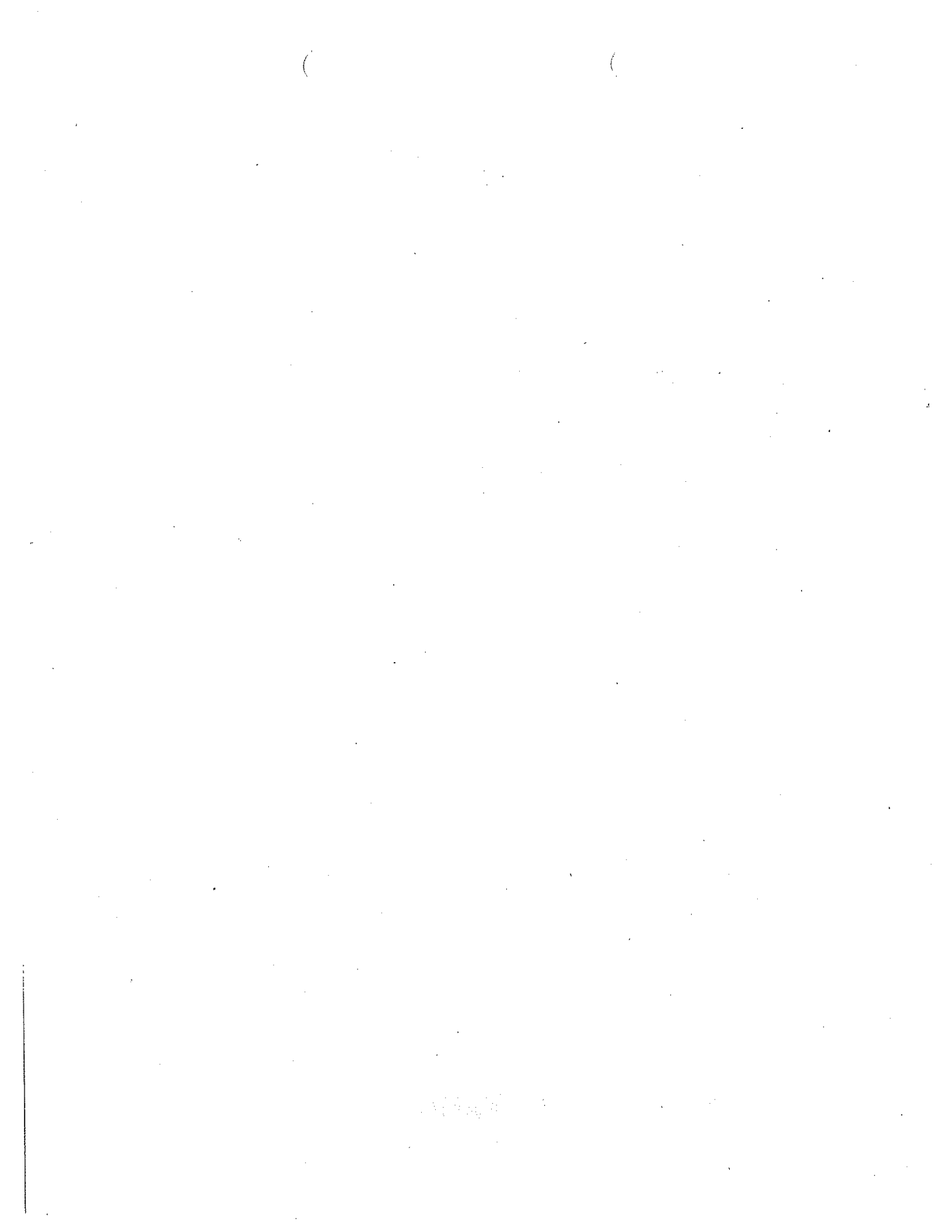
ATTACHMENT A

Page 8 of 9

1. Public roadways and other walkways, roadways, lanes, and connectors.
2. Medians, curbs, bulb-outs, and gutters.
3. Sidewalks, street trees, landscaping, and street furnishings.
4. Street, sidewalk, and park lighting.
5. Traffic signals, control centers, street signage, and pavement striping.

IV. EACH IMPROVEMENT IS PROVIDED FOR IN THE REDEVELOPMENT PLAN

- A. The Innes Street Improvements are provided for in the Hunters Point Shipyard Redevelopment Plan. *See Hunters Point Shipyard Redevelopment Plan, Attachment B.*



**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule I		Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)		Stadium Alternative
Item No.	Function	Description of Facility	Estimated Cost	
1	Abatement & Demolition	Demolition of existing structures on the Hunters Point Shipyard to allow for implementation of new program. See Hunters Point Infrastructure Plan Section 5.1.	\$59,790,904	
2	Auxiliary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxiliary source of water for fire fighting purposes. See Hunters Point Infrastructure Plan Section 2.3.3.	\$28,956,135	
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Hunters Point Infrastructure Plan Section 2.3.4.	\$17,487,502	
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Hunters Point Infrastructure Plan Section 2.3.5.	\$8,867,595	
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Hunters Point Infrastructure Plan Section 3.4.1.	\$162,507,448	
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Hunters Point Infrastructure Plan Section 2.3.1.	\$15,560,163	
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Hunters Point Infrastructure Plan Section 2.3.2.	\$31,311,658	
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Hunters Point Infrastructure Plan Section 2.4.	\$18,406,494	
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$10,931,737	
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Hunters Point Infrastructure Plan Sections 2.1 and 2.2.	\$10,693,715	
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Hunters Point Infrastructure Plan Sections 2.1 and 2.2.	\$51,558,373	
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Hunters Point Infrastructure Plan Section 5.7.	\$100,175,317	

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule I		Section 23445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)		Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Hunters Point Infrastructure Plan Section 2.1, to be further defined in the Project Streetscape Master Plan.	\$15,988,412	
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Hunters Point Infrastructure Plan Section 5.3.	\$4,312,774	
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Hunters Point Infrastructure Plan Section 2.2.	\$13,432,000	
16	Infrastructure serving Artist Studios	Infrastructure improvements necessary to occupy and operate Building 101.	\$1,737,400	
17	Northside Park / African Marketplace	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$14,603,568	
18	Horne Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$2,592,759	
19	Waterfront Promenade North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$9,481,030	
20	Heritage Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$25,489,229	
21	Shipyards Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$365,000	
22	HP Transit Center	Transit center located near Spear Ave., Nimitz Ave., and D Street as shown in the Hunters Point Infrastructure Plan Section 2.2.	\$11,680,000	
23	Community Sports Field Complex / Maintenance Yard	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$11,907,302	
24	Multi-Use Fields	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$5,237,128	
25	Waterfront Promenade South 2	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$12,526,511	

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule I		Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)			
Item No.	Facility	Description of Facility	Estimated Cost
26	Waterfront Recreation & Education Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$5,603,226
27	Waterfront Promenade South 1	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$12,384,536
28	Grassland Ecology Park North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$14,170,785
29	Grassland Ecology Park South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$21,749,375
30	Regunning Crane Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$1,686,028
31	Waterfront Promenade North Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$2,765,788
32	Waterfront Promenade South Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Section 4.1.	\$2,765,788
TOTAL SECTION 33445 FACILITIES:			\$706,725,677

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
STADIUM ALTERNATIVE**

Schedule II	Section 33445.1 Facilities (Located Outside Hunters Point Shipyard Project Area)	Stadium Alternative	
Item No.	Facility	Description of Facility	Estimate (Cost)

33	Innes Avenue/Hunters Point Blvd./Evans Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$30,568,198
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TOTAL SECTION 33445.1 FACILITIES:	\$30,568,198
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
 NON-STADIUM ALTERNATIVE

Schedule II		Non-Stadium Alternative	
Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)			
Item No.	Facility	Description of Facility	Estimated Cost
1	Abatement & Demolition	Demolition of existing structures on the Hunters Point Shipyard to allow for implementation of new program. See Hunters Point Infrastructure Plan Section 5.1.	\$81,883,371
2	Auxiliary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxiliary source of water for fire fighting purposes. See Hunters Point Infrastructure Plan Sections 2.3.3 and 7.2.	\$35,232,233
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Hunters Point Infrastructure Plan Sections 2.3.4 and 7.2.	\$20,780,135
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Hunters Point Infrastructure Plan Sections 2.3.5 and 7.2.	\$11,043,453
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Hunters Point Infrastructure Plan Sections 3.4.1 and 7.5.	\$161,950,917
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Hunters Point Infrastructure Plan Sections 2.3.1 and 7.2.	\$18,358,962
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Hunters Point Infrastructure Plan Sections 2.3.2 and 7.2.	\$35,225,809
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Hunters Point Infrastructure Plan Sections 2.4 and 7.2.	\$32,010,918
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1, 2.2 and 7.2.	\$12,835,074
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Hunters Point Infrastructure Plan Sections 2.1, 2.2 and 7.2.	\$15,651,543
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Hunters Point Infrastructure Plan Sections 2.1, 2.2 and 7.2.	\$23,648,623
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Hunters Point Infrastructure Plan Sections 5.7 and 7.4.	\$117,749,353

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
NON-STADIUM ALTERNATIVE**

Schedule I		Section 39445 Facilities (located within or contiguous to Hunters Point Shipyard Project Area)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Hunters Point Infrastructure Plan Section 2.1, 7.2, to be further defined in the Project Streetscape Master Plan.	\$22,740,592	
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Hunters Point Infrastructure Plan Section 5.3.	\$4,543,833	
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Hunters Point Infrastructure Plan Section 2.2.	\$13,386,000	
16	Infrastructure serving Artist Studios	Infrastructure improvements necessary to occupy and operate Building 101.	\$1,731,450	
17	Northside Park / African Marketplace	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$14,553,556	
18	Horne Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$2,583,879	
19	Waterfront Promenade North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$9,448,560	
20	Heritage Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$25,380,112	
21	Shipyards Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$363,750	
22	HP Transit Center	Transit Center located near Spear Avenue, Nimitz Avenue, and D Street as shown in the Hunters Point Infrastructure Plan Section 2.2.	\$11,640,000	
23	Shipyards South Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$4,076,508	
24	Shipyards Wedge park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$3,959,833	
25	Shipyards Neighborhood Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$3,913,889	
26	Shipyards Mini Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$1,787,596	

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
NON-STADIUM ALTERNATIVE**

Schedule I		Section 33445 Facilities (Located Within or Contiguous to Hunters Point Shipyard Project Area)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
27	Shipyards South Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$1,477,577	
28	Comm. Sports Field Complex / Maintenance	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$48,137,744	
29	Multi-Use Fields	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$5,219,193	
30	Waterfront Promenade South 2	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$12,483,612	
31	Waterfront Recreation & Education Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$5,584,037	
32	Grasslands Ecology Park North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$14,122,255	
33	Grasslands Ecology Park South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$21,674,891	
34	Regunning Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$1,680,254	
35	Waterfront Promenade South 1	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$12,342,123	
36	Waterfront Promenade North Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$2,756,316	
37	Waterfront Promenade South Pier	Developed in accordance with the Project Open Space Master Plan, and as summarized in Hunters Point Infrastructure Plan Sections 4.1 and 7.3.	\$2,756,316	
38	Historic District Preservation - Parcel C	Improvements to infrastructure according to Section 7.8 in Hunters Point Infrastructure Plan serving and surrounding any historic building required to be preserved.	\$7,317,881	
TOTAL SECTION 33445 FACILITIES:			\$822,032,147	

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs,

**FACILITIES TO BE FINANCED BY
HUNTERS POINT SHIPYARD PROJECT AREA
NON-STADIUM ALTERNATIVE**

Schedule II	Section 33445.1 Facilities (Located Outside Hunters Point Shipyard Project Area)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost

39	Innes Avenue/Hunters Point Blvd./Evans Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$30,463,513
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TOTAL SECTION 33445.1 FACILITIES:	\$30,463,513
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

RESOLUTION NO. 71-2010

Adopted June 3, 2010

**· MAKING FINDINGS PURSUANT TO SECTIONS 33445 AND
33445.1 OF THE CALIFORNIA COMMUNITY
REDEVELOPMENT LAW FOR THE FUNDING OF
INSTALLATION AND CONSTRUCTION OF PUBLIC
IMPROVEMENTS RELATED TO THE BAYVIEW HUNTERS
POINT REDEVELOPMENT PROJECT AREA;
BAYVIEW HUNTERS POINT REDEVELOPMENT
PROJECT AREA**

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency") has adopted, by Resolution No. 64-2010, an amendment to the Bayview Hunters Point Redevelopment Plan ("Redevelopment Plan Amendment") to implement the Candlestick Point Hunters Point Shipyard Phase 2 Project (the "Project") in Candlestick Point and has recommended that the Board of Supervisors of the City and County of San Francisco ("Board of Supervisors") approve the Redevelopment Plan Amendment.
2. The Redevelopment Plan Amendment provides for a development program for Candlestick Point ("Zone 1 of the Bayview Hunters Point Redevelopment Project Area") that includes up to 7,850 residential units, 760,000 square feet of regional and neighborhood serving retail and entertainment space, 50,000 square feet of community space, 150,000 square feet of office space, 150,000 square feet of hotel and hotel related uses, and a 10,000 seat arena (the "Stadium Alternative").
3. The Redevelopment Plan Amendment provides that, in the event the San Francisco 49ers elect to relocate somewhere other than the Hunters Point Shipyard Redevelopment Project Area, the non-residential components of the development program for Zone 1 of the Bayview Hunters Point Redevelopment Project Area remain unchanged while up to 1,625 of the 7,850 residential units planned for Zone 1 of the Bayview Hunters Point Redevelopment Project Area may be shifted to the Hunters Point Shipyard Redevelopment Project Area where they would be developed on the site that had been reserved for the stadium (the "Non-Stadium Alternative").
4. The Agency has approved, by Resolution No. 69-2010, a Disposition and Development Agreement between CP Development Co., LP and the Agency ("DDA") for the development of the Project upon Phase 2 of the Hunters Point Shipyard Redevelopment Project Area and the Candlestick Point Activity Node of the Bayview Hunters Point Redevelopment Project Area (together, the "Project

Site"). As set forth in the Financing Plan attached to the DDA, the Agency will have financial obligations to finance certain costs of the Project, including the pledge of tax increment from the Project Site for public improvements and affordable housing purposes, subject to the approval of the Board of Supervisors. Tax increment from the Project Site or the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Agency to pay or otherwise reimburse directly the costs of public infrastructure or other public improvements.

5. The public improvements for which payment of costs by the Agency are proposed to be authorized pursuant to the findings herein are part of the Agency's redevelopment program for the Candlestick Point portion (Zone 1) of the Bayview Hunters Point Redevelopment Project Area, including the implementation of the Project.
6. Section 33445 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: 1) the public improvements benefit the project area; 2) no other reasonable means of financing the improvements are available to the community; and 3) payment for the improvements will assist in the elimination of blight in the project area and is consistent with the implementation plan.
7. Section 33445.1 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements if the legislative body determines that: (1) the public improvements are of primary benefit to the project area, and the public improvements benefit the project area by helping to eliminate blight within the project area, or will directly assist in the provision of housing for low- or moderate-income persons; (2) no other reasonable means of financing the acquisition of the public improvements are available to the legislative body including, but not limited to, general obligation bonds, revenue bonds, special assessment bonds, or bonds issued pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311)) of Part 1 of Division 2 of Title 5 of the Government Code); (3) the payment of funds for the public improvements is consistent with the implementation plan; and (4) each public improvement is provided for in the redevelopment plan.
8. Both the proposed Redevelopment Plan Amendment and the findings of this Resolution will be considered for adoption by the Board of Supervisors.

RESOLUTION

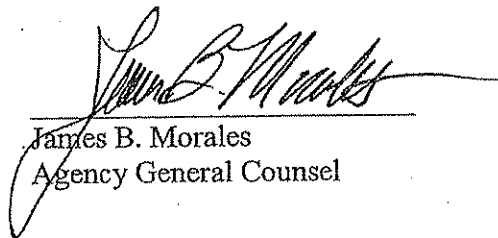
NOW THEREFORE BE IT RESOLVED, that the Agency hereby adopts the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency hereby proposes that the Board of Supervisors adopt the findings contained in Attachment A.

IT IS FURTHER RESOLVED that the Agency, based on the findings contained in Attachment A, hereby the Board of Supervisors' consent to fund the public improvements listed in Attachment B in the event the Stadium Alternative is implemented.

IT IS FURTHER RESOLVED that the Agency, based on the findings contained in Attachment A, hereby seeks the Board of Supervisors' consent to fund the public improvements in Attachment C in the event the Non-Stadium Alternative is implemented.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

**FINDINGS OF BENEFIT
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445)**

SUBJECT IMPROVEMENTS:

The substantial majority of the development program for the Project Area remains consistent in both the Stadium Alternative and the Non-Stadium Alternative. While the Non-Stadium Alternative results in a slightly less dense residential development component, the infrastructure, public facilities, utilities, parks and open space, and related improvements needed to serve the remaining residential remain virtually unchanged. In addition, the non-residential components of the development program – neighborhood and regional serving retail, office, entertainment, and community uses – and all of their related infrastructure and public utilities are entirely unchanged. Thus, the findings below apply to both the Stadium Alternative and the Non-Stadium Alternative.

The intent of the following findings is to make two sets of findings, one of which applies in the event that the Stadium Alternative is developed, and the other of which applies if the Non-Stadium Alternative is developed. “Subject Improvements,” as used below, means the Stadium Alternative Public Improvements (Attachment B, Schedule 1) in the event of the Stadium Alternative is implemented, and the Non-Stadium Public Improvements (Attachment C, Schedule 1) in the event the Non-Stadium Alternative is implemented.

I. FINDINGS OF BENEFIT

The Redevelopment Agency of the City and County of San Francisco proposes to pay for the Subject Improvements that will benefit Project Area B of the Bayview Hunters Point Redevelopment Plan (the “Project Area”) and that will help to eliminate blight within the Project Area in that:

- A. A substantial portion of the Yosemite Slough Bridge, including its approach on the western side of Yosemite Slough, is within the Project Area. Those portions of the Yosemite Slough Bridge that extend outside the Project Area are contiguous with the Project Area within the meaning of Health & Safety Code section 33445(f) as they are located on a parcel that shares a boundary with the Project Area and is separated from the Project Area only by the Yosemite Slough. All other Subject Improvements will be located entirely within the Project Area.
- B. The Subject Improvements will facilitate the construction of new public infrastructure and transportation facilities to service new development at Candlestick Point and the Alice Griffith Housing Development. Enhanced transportation within the Project Area and between the Project Area and other areas of the City will directly benefit the residents of the Project Area.

- C. Remedying deficiencies in the stormwater drainage system in the Project Area will result in a system capable of addressing wet weather drainage, reducing overflows along the Project Area shoreline, and allowing for future development.
- D. The Subject Improvements will remedy the currently prevalent deteriorated pavement, surface scaling and cracking conditions, unimproved and non-paved roads, abandoned and deteriorating railroad tracks on roadways, and potholes. Addressing these deficiencies will reduce traffic hazards and decrease the risk of motor vehicle accidents. Remedying street deficiencies will also reduce traffic congestion and circulation problems, which ultimately hinder commercial development in the Project Area. Improving areas where curbs and sidewalks are missing or badly damaged and deteriorated will enhance public safety in the Project Area, eliminating conditions that force pedestrians to walk in active traffic lanes, and otherwise eliminating conditions that create pedestrian hazards and limit pedestrian movement and access.
- E. The Yosemite Slough Bridge will benefit residents of Candlestick Point by enabling them to directly access, via transit, new job centers that will be created through development of significant research and development and office uses at Hunters Point Shipyard. In addition, the bridge will benefit residents of the Project Area by improving direct public transit connections to Hunters Point Shipyard from regional transit facilities and the Highway 101 corridor, which will substantially reduce private commuter vehicle trips to the research and development and office uses that are to be developed at Hunters Point Shipyard as well as associated congestion, noise, and air quality impacts. In the event the stadium is developed, the bridge will additionally benefit residents of the Project Area by improving direct transit connections to the new stadium and thus reducing surface street traffic through the Project Area during game days, along with accompanying congestion, noise, and air quality impacts.
- F. The Subject Improvements will create community and regional parks, open spaces, destinations and gathering places, including a comprehensive shoreline park and open space system, that will directly benefit the quality of life for residents of the Project Area. (The Subject Improvements include shoreline improvements that will protect both the perimeter of the new open spaces as well as the perimeter of the development.) In addition to benefitting the quality of life, these park and open space improvements will attract visitors, which will improve the economic viability of the substantial retail, entertainment, and tourist-oriented commercial elements of the development program for the Project Area.
- G. Deficiencies in public infrastructure and facilities contribute to blight in the Project Area. The Subject Improvements, including the facilities themselves and the associated construction required to provide them, will assist in eliminating blight by improving public safety, providing for recreational opportunities and thereby enhancing the quality of life in the community, facilitating development, integrating the Project Area into the broader San Francisco economy, eliminating

ATTACHMENT A

unsafe physical conditions, and establishing improved utilities that conform with current design standards.

- H. The Subject Improvements will act as a catalyst, providing incentive for private investment in the Project Area and thereby further contributing to the removal of economic blight.
- I. In light of the findings above, the Subject Improvements will primarily benefit the Project Area.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the recent deep recession. Several budget-related documents confirm the breadth and depth of the City's fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

A. City's Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011 City & County of San Francisco Mayor's Office Instructions & Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and

ATTACHMENT A

Page 3 of 13

open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need some or all of the departmental contingency reductions in order to balance the citywide deficit.

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).
3. Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the

ATTACHMENT A

City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet the annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

III. CONSISTENCY WITH THE IMPLEMENTATION PLAN

- A. The payment of funds for the Subject Improvements is consistent with the Implementation Plan for the Bayview Hunters Point Redevelopment Plan, adopted pursuant to Health & Safety Code section 33490, as updated by Resolution No. _____. See *Bayview Hunters Point Redevelopment Project Five Year Implementation Plan (FY 2006/07-2010/11) (May 2010 Update)* ("Implementation Plan"), at H-18. The public improvements provided for in the Implementation Plan include, but are not limited to:
1. Public open spaces including parks, plazas, habitat restoration, sports facilities and playgrounds.
 2. Facilities in parks such as tables, waste receptacles, signage, landscaping, market stalls and maintenance facilities.
 3. Public roadways and other walkways, roadways, lanes, and connectors.
 4. Medians, curbs, bulb-outs, and gutters.
 5. Sidewalks, street trees, landscaping, and street furnishings.
 6. Street, sidewalk, and park lighting.
 7. Traffic signals, control centers, street signage, and pavement striping.
 8. Parking meters.
 9. Potable water distribution and fire suppression facilities.
 10. Reclaimed water facilities and irrigation distribution.
 11. Sanitary sewer facilities and pump stations.
 12. Storm drains, storm water sewer, treatment and conveyance facilities.
 13. Natural gas, electric, telephone and telecommunication facilities.
 14. Utilities and utility relocation.
 15. Muni light rail/bus/transit facilities, cantenary wires, communication facilities, transit stops and markings, poles, eyebolts, and substations as needed and related improvements.
 16. Bridges, trails, and staircases.
 17. Improvements to existing roadways, streetscapes and utilities.
- B. The Subject Improvements are also consistent with the goals and objectives of the Implementation Plan, including but not limited to:
1. Strengthening the economic base of the Project and the community by strengthening retail and other commercial functions within the Project through

ATTACHMENT A

the facilitation of new retail space, and as appropriate, new commercial and light industrial uses.

2. Providing public parks and open space.
3. Supporting locally owned small businesses and local entrepreneurship.
4. Facilitating emerging commercial-industrial sectors through facilitating improvement of transportation access to commercial and industrial areas, improvement of safety within the Project Area, and the installation of needed site improvements to stimulate new commercial and industrial expansion, employment, and economic growth.
5. Facilitating public transit opportunities to and within the Project to the extent feasible.
6. Providing land, as feasible and appropriate, for publicly accessible open spaces.
7. Providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.
8. Eliminating blighting influences and correcting environmental deficiencies within the Project, including, but not limited to, abnormally high vacancies, abandoned, deteriorated and dilapidated buildings, incompatible land uses, impaired property values due to hazardous wastes, excess of problem businesses, high crime rates, and inadequate or deteriorated public improvements, facilities and utilities.
9. Removing structurally substandard buildings, removing impediments to land development, and facilitating modern, integrated development with improved pedestrian and vehicular circulation within Project Area and vicinity.
10. Redesigning and developing undeveloped and underdeveloped areas, which are improperly utilized.

ATTACHMENT A

**FINDINGS OF PRIMARY BENEFIT
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA
STADIUM AND NON-STADIUM ALTERNATIVES
(Health & Safety Code § 33445.1)**

PUBLIC IMPROVEMENTS OUTSIDE THE PROJECT AREA:

The following findings are for the construction of the following improvements listed in Attachments B and C, Schedule II. For improvements where the Agency will be making a fair share contribution, the findings below constitute findings that the primary benefit of that contribution, and the associated proportionate benefit of the public improvement, flows to the Project Area.

- **Stadium Pad**: Horizontal improvements, including utilities and infrastructure, needed to deliver a buildable pad for a 69,000 seat stadium. These improvements include Stadium Pad Infrastructure as described in section 5.2 of the Infrastructure Plan. Note that the findings below pertaining to the Stadium Pad are not needed in the event the 49ers do not elect to relocate to the Hunters Point Shipyard.
- **Harney Way Improvements** (including Item Nos. 40 Harney, 41 Harney/Geneva BRT/TPS, and 43 Geneva/Harney/US-101 Interchange on page 5 of Attachment B, Schedule II and on page 5 of Attachment C, Schedule II): Street, utility, lighting, curb and gutter, and related improvements to that portion of Harney Way extending westerly from the westernmost boundary of the Project Area to the City and County Boundary Line, including improvements that facilitate transit and access to Highway 101, to the extent that these improvements are located within the City and County of San Francisco.
- **Palou Avenue Street Improvements**: Street, utility, lighting, curb and gutter, and related improvements to Palou Avenue outside of the Project Area, to be funded by tax increment solely from Zone 1.
- **Pennsylvania & 25th Signal Improvements**: Installation of signal improvements at the intersection of Pennsylvania and 25th, one block north of the Project Area.
- **Bayshore Caltrain Station Improvements**: Improvements to access BRT transit from the Bayshore Caltrain Station that will serve the Project Area, to the extent that these improvements are located within the City and County of San Francisco.

I. FINDINGS OF PRIMARY BENEFIT AND ELIMINATION OF BLIGHTING CONDITIONS

A. The Stadium Pad is of primary benefit to the Project Area in that:

Area – including both the new retail, restaurants, and hospitality services proposed at Candlestick Point as well as existing businesses located to the northwest of the stadium site in the Project Area – will receive a substantial economic benefit from the stadium. Project Area residents will benefit from the use of the playing fields associated with the stadium, and use of these playing fields will lead to patronage of businesses in Project Area.

2. The Stadium Pad will benefit Project Area residents by clearing the way for demolition of the existing Candlestick Park, allowing for the reuse of the current Candlestick Park site with community uses, neighborhood serving retail and commercial uses, an economically invigorating regional retail and entertainment complex, a hotel and a performance arena, all of which will serve residents throughout the Project Area. The development of these uses will, for the first time in decades, provide Candlestick Point with a unique neighborhood character and sense of place.
3. The Stadium Pad will act as a catalyst in the Project Area, providing an incentive for private investment, thereby contributing to the removal of economic blight.

B. The Harney Way Improvements are of primary benefit to the Project Area in that:

1. The improvements to Harney Way will provide access to the Candlestick Point portion (Zone 1) of the Project Area. This will allow access to the regional visitors to the commercial components of the redevelopment program (hotel, regional retail, arena) and help to render those facilities successful, thereby rendering the commercial components of the redevelopment program for Candlestick Point successful. The Harney Way improvements will allow for improved transit to the stadium on game days, which will mean fewer traffic impacts throughout the Project Area, and thus less congestion, air quality impacts, and noise impacts on Project Area surface streets.
2. The Harney Way Improvements will act as a catalyst in the Project Area, providing an incentive for private investment, thereby contributing to the removal of economic blight. In particular, the Harney Way Improvements will provide enhanced truck access to Zone 2 of the Project Area.

C. The Palou Avenue Street Improvements are of primary benefit to the Project Area in that:

1. The Palou Avenue Street Improvements will allow for improved transit service, including fewer interruptions, thus benefitting new residents of the Project Area by facilitating access to neighborhood services, access to broader city services and new and existing job centers, and access to recreational opportunities. In light of the fact that transit along Palou Avenue runs through the Project Area, and given the far greater existing population within the

ATTACHMENT A

Project Area as compared to the adjacent Hunters Point Shipyard and the greater amount of future residential development proposed for the Project Area as compared to the adjacent Hunters Point Shipyard, a proportionately greater share of the service benefit associated with the improvements to Palou Avenue is expected to flow to the Project Area.

2. The Palou Avenue Street Improvements will act as a catalyst providing an incentive for private investment, thereby contributing to the removal of economic blight.

D. The Pennsylvania & 25th Signal Improvements are of primary benefit to the Project Area in that:

1. The installation of the new traffic signal, if warranted by traffic counts, will alleviate traffic impacts to the Project Area, which is one block South of the intersection, and also enhance traffic safety in the Project Area. The signal improvement to Pennsylvania Ave/25th is part of the overall transportation/traffic congestion management program that is both necessitated by traffic volumes in the Project Area due both to enhanced regional retail uses and the increased traffic through the Project Area due to the stadium. As such, the Pennsylvania Ave/25th improvements will assist in and facilitate the removal of blight in the Project Area.

E. The payment of public funds for the Bayshore Caltrain Station Improvements are of primary benefit to the Project Area in that:

1. The improvements will assist in providing BRT transit connections between the Bayshore Caltrain Station and the Project Area.
2. The Bayshore Caltrain Station Improvements will act as a catalyst in the Project Area, providing an incentive for private investment, thereby contributing to the removal of economic blight.

II. NO OTHER MEANS OF FINANCING

The City faces substantial fiscal challenges in light of substantially reduced tax revenues and challenging economic conditions created by the ongoing recession. Several budget-related documents confirm the breadth and depth of the City's fiscal challenges. Based on the conclusions of those documents, including those specifically summarized below, no other reasonable means of financing the Subject Improvements are available to the community aside from payment of the costs of the Subject Improvements by the Agency.

A. City Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13

ATTACHMENT A

Page 9 of 13

According to the Three-Year Budget Projection for General Fund Supported Obligations FY 2010-11 through 2012-13 (published April 2, 2010 by the Controller's Office, Mayor's Office, and Board of Supervisors Budget Analyst):

1. Projected shortfalls in General Fund revenues compared to expenditures over the next three years are \$483 million in FY 2010-11, \$712 million in FY 2011-12, and \$787 million in FY 2012-13.
2. Due to the State's severe budget shortfall, the City expects significant cuts in State funding. While the City's budgeting assumed a reduction of \$58 million, the Three Year Budget Projection notes that it is possible the final State budget could contain significantly more reductions in funding to the City than were assumed.

B. Budget Year 2010 - 2011
City & County of San Francisco Mayor's Office Instructions &
Controller's Technical Instructions

In order to implement each year's budget, the Controller releases technical instructions designed to conform departmental spending and budgeting to the Citywide budget. The instructions released in connection with the 2010-2011 Citywide budget reveal the significant fiscal challenges faced by the City and illustrate why alternative sources of funding are not available for the substantial program of improvements, infrastructure, utilities, public facilities, parks and open space, and related public improvements that are the subject of this resolution. Among the findings included in the Controller's Technical Instructions are the following:

1. The Mayor's Budget Office projects a \$522.2 million shortfall for FY 2010-11, assuming current spending levels and estimated revenue shortfalls. The Budget Office has required all departments to submit plans to reduce their General Fund spending in the current year by 3.9 percent in order to address the FY 2009-10 revenue shortfall. If all of these mid-year adjustments are annualized, the deficit would be reduced by approximately \$56.3 million, leaving a budget shortfall of \$465.9 million.
2. The Budget Office has instructed departments to submit budget requests for FY 2010-11 that reflect at least a 20 percent reduction in General Fund support. Of the 20 percent reductions proposed, at least 15 percent should be ongoing, and no more than 5 percent should be one-time in nature.
3. The Budget Office has instructed departments to submit a prioritized contingency plan with their budget submission equal to 10 percent of their reduced General Fund base. The Budget Office anticipates that it will need some or all of the departmental contingency reductions in order to balance the citywide deficit.

ATTACHMENT A

C. City and County of San Francisco
Capital Plan Fiscal Years 2011-2020
Executive Summary

The City's ten-year Capital Plan is designed to identify and budget for necessary long-term capital improvements, including the categories of infrastructure, roadway, utility, public facility, and park and open space improvements that are the subject of these findings. The City's most recent Capital Plan for Fiscal Years 2011-2020 concluded the following:

1. For each of the last four years, the CPC has approved and the Mayor and Board have adopted the policy to increase General Fund commitments ten percent per year to eventually meet annual capital needs. However, a FY 2009-2010 revenue shortfall of \$438 million resulted in drastic cuts to the capital budget for the second year in a row, as the chart below illustrates.
2. The decision to underfund the City's annual renewal needs has long-term effects. The 2011-2020 Capital Plan defers \$183 million more annual needs than last year (a 33 percent increase).

Continued General Fund (GF) deficits and decreased investments in capital will increase the City's already large backlog of routine repair and renewal needs. Last year's reduced capital budget alone deferred the point when investments catch up to annual needs by two more years. Even assuming the City invests \$67 million in FY 2011 and increases that amount to \$165 million by FY 2020 as the City's Capital Plan recommends, the City will still not meet the annual renewal needs until 2025. Not only does this prevent the City from maintaining its infrastructure in a state of good repair but it makes those same repairs more expensive in the future as construction costs increase and small preventative repairs become larger and more expensive replacements.

In order to adequately finance the construction of the infrastructure and public improvements required to support the development program set forth in the Bayview Hunters Point Redevelopment Plan, numerous comprehensive community facilities districts under the Mello-Roos Community Facilities Act of 1982 (herein, "CFDs") are proposed to contribute towards the funding of improvements to the maximum extent feasible under current Agency guidelines and the local real estate market. Because the CFDs will be comprehensive, no other land-secured financing district (e.g., assessment district financing) is financially feasible. As such, and in light of the financial conditions described above, the CFDs are not alternatives to tax increment financing. Even with the implementation of the CFDs, the payment of costs by the Agency in connection with installation and construction of the Stadium Pad, the Harney Way Improvements, the Palou Avenue Street Improvements, Pennsylvania & 25th Signal Improvements, and the Bayshore Caltrain Station Improvements is still required.

III. CONSISTENCY WITH THE IMPLEMENTATION PLAN

A. The payment of funds by the Agency for installation and construction of Harney Way Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. *See Bayview Hunters Point Redevelopment Project Five Year Implementation Plan (FY 2006/07-2010/11)*, at H-18. The public improvements provided for in the Implementation Plan include, but are not limited to:

1. Public roadways and other walkways, roadways, lanes, and connectors.
2. Medians, curbs, bulb-outs, and gutters.
3. Sidewalks, street trees, landscaping, and street furnishings.
4. Street, sidewalk, and park lighting.
5. Traffic signals, control centers, street signage, and pavement striping.

The Harney Way Improvements are consistent with the goals and objectives of the Implementation Plan, including but not limited to:

1. Facilitating emerging commercial-industrial sectors through facilitating improvement of transportation access to commercial and industrial areas, improvement of safety within the Project Area, and the installation of needed site improvements to stimulate new commercial and industrial expansion, employment, and economic growth.
2. Facilitating public transit opportunities to and within the Project to the extent feasible.
3. Providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.

B. The payment of funds by the Agency for installation and construction of the Stadium Pad is consistent with the Implementation Plan, provided the 49ers elect to relocate to the Hunters Point Shipyard, in that the Stadium and related improvements will stimulate economic development, strengthening the economic base of the Project through construction of the Stadium is specifically provided for in the Implementation Plan.

C. The payment of funds for the Palou Street Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. *See Bayview Hunters Point Redevelopment Project Area Five Year Implementation Plan*, as updated by Resolution No. _____. The public improvements provided for in the Implementation Plan include, but are not limited to:

1. Public roadways and other walkways, roadways, lanes, and connectors.
2. Medians, curbs, bulb-outs, and gutters.
3. Sidewalks, street trees, landscaping, and street furnishings.
4. Street, sidewalk, and park lighting.
5. Traffic signals, control centers, street signage, and pavement striping.

ATTACHMENT A

The Palou Avenue Street Improvements are consistent with the goals and objectives of the Implementation Plan, including but not limited to:

1. Facilitating emerging commercial-industrial sectors through facilitating improvement of transportation access to commercial and industrial areas, improvement of safety within the Project Area, and the installation of needed site improvements to stimulate new commercial and industrial expansion, employment, and economic growth.
 2. Facilitating public transit opportunities to and within the Project to the extent feasible.
 3. Providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.
- D. The payment of funds for the Bayshore Caltrain Station Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. See Bayview Hunters Point Redevelopment Project Area Five Year Implementation Plan, as updated by Resolution No. _____. The goals and objectives of the Implementation Plan include, but are not limited to, facilitating public transit opportunities to and within the Project to the extent feasible.
- E. The payment of funds for the Pennsylvania & 25th Signal Improvements is consistent with the Implementation Plan adopted pursuant to Health & Safety Code section 33490. See Bayview Hunters Point Redevelopment Project Area Five Year Implementation Plan, as updated by Resolution No. _____. The public improvements provided for in the Implementation Plan include, but are not limited to: traffic signals, control centers, street signage, and pavement striping.

The Pennsylvania & 25th Signal Improvements are consistent with the goals and objectives of the Implementation Plan, including but not limited to: providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.

IV. EACH IMPROVEMENT IS PROVIDED FOR IN THE REDEVELOPMENT PLAN

- A. The Stadium Pad, the Harney Way Improvements, the Palou Avenue Street Improvements, the Bayshore Caltrain Station Improvements and the Pennsylvania & 25th Signal Improvements are provided for in the Bayview Hunters Point Redevelopment Plan.

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Attachment B

Schedule I		Stadium Alternative	
Section 33445 Facilities (located Within or Contiguous to BVHP Project Area B)			
Item No.	Facility	Description of Facility	Estimated Cost
1	Abatement & Demolition	Demolition of existing structures on Candlestick Point to allow for implementation of new program. See Candlestick Point Infrastructure Plan Section 5.1.	\$45,765,490
2	Auxillary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxillary source of water for fire fighting purposes. See Candlestick Point Infrastructure Plan Section 2.3.4.	\$16,779,379
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Candlestick Point Infrastructure Plan Section 2.3.5.	\$18,534,298
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Candlestick Point Infrastructure Plan Section 2.3.6.	\$9,346,989
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Candlestick Point Infrastructure Plan Section 3.4.1.	\$5,996,381
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Candlestick Point Infrastructure Plan Section 2.3.1.	\$19,769,358
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Candlestick Point Infrastructure Plan Section 2.3.3.	\$51,866,359
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Candlestick Point Infrastructure Plan Section 2.4.	\$29,134,514
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$18,477,541
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$12,203,990
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$23,095,364
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Candlestick Point Infrastructure Plan Section 5.5.	\$41,971,651

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule		Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)		Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Candlestick Point Infrastructure Plan Section 2.1, to be further defined in the Project Streetscape Master Plan.	\$20,820,846	
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Candlestick Point Infrastructure Plan Section 5.2.	\$6,900,536	
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Candlestick Point Infrastructure Plan Section 2.2.	\$3,710,001	
16	Alice Griffith Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,021,696	
17	Candlestick Point Neighborhood Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,856,280	
18	Grasslands North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,475,600	
19	Last Port	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,008,541	
20	Earl Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$3,945,923	
21	Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$7,644,611	
22	Bayview Gardens	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$6,664,255	
23	Grasslands South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,475,600	
24	The Neck	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$3,255,532	
25	Mini Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,654,674	

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule I		Section 39445 Facilities (Located Within or Contiguous to BVHP Project Area B)		Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
26	The Last Rubble	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$12,814,509	
27	Wind Meadow	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$9,438,805	
28	The Heart of the Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,192,541	
29	The Point	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,509,299	
30	Bayview Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$371,000	
31	Jamestown Walker Slope	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$371,000	
32	Palou Avenue (within Project Area)	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$12,786,148	
33	Ingalls / Thomas / Carroll / Griffith	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3 and Hunters Point Infrastructure Plan Section 2.1.3.	\$20,793,246	
34	Gilman	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$10,971,630	
35	Ingerson	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$2,392,634	

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule I		Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)		Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
36	Jamestown	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$1,829,864	
37	Yosemite Slough Bridge	A new Yosemite Slough bridge (including approach road and RAD Clearance) will be constructed as described in Hunters Point Infrastructure Plan Section 5.6.	\$82,970,072	
TOTAL SECTION 33445 FACILITIES:			\$529,816,160	

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
STADIUM ALTERNATIVE**

Schedule II		Stadium Alternative	
Section 33445.1 Facilities (Located Outside BVHP Project Area B)			
Item No.	Facility	Description of Facility	Estimated Cost
38	Palou Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$15,627,513
39	Pennsylvania & 25th Signal	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$1,113,000
40	Harney	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$19,328,465
41	Harney / Geneva BRT/TPS	Fair share contribution formulated through BI-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$81,738,720
42	Bayshore Caltrain Station	Fair share contribution formulated through BI-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.2 and the Transportation Plan.	\$3,799,040
43	Geneva / Harney / US-101 Interchange	Fair share contribution formulated through BI-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$31,698,240
44	Stadium Pad	The Stadium Pad and Stadium Pad Infrastructure pursuant to the DDA and Hunters Point Infrastructure Plan Section 5.2.	\$81,962,801

TOTAL SECTION 33445.1 FACILITIES:	\$235,267,779
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)			
Schedule I		Non-Stadium Alternative	
Item No.	Facility	Description of Facility	Estimated Cost
1	Abatement & Demolition	Demolition of existing structures on Candlestick Point to allow for implementation of new program. See Candlestick Point Infrastructure Plan Section 5.1.	\$46,567,311
2	Auxiliary Water Supply System	Installation of a high pressure water piping network throughout the development to provide an auxiliary source of water for fire fighting purposes. See Candlestick Point Infrastructure Plan Section 2.3.4.	\$17,073,357
3	Low Pressure Water	Water service system to provide potable domestic water to each of the land uses within the development area. See Candlestick Point Infrastructure Plan Section 2.3.5.	\$18,859,023
4	Recycled Water	Distribution system for recycled water to reduce the demand on the potable water system. See Candlestick Point Infrastructure Plan Section 2.3.6.	\$9,510,750
5	Shoreline Improvements	Reconstruction and Stabilization of the existing shoreline to protect the perimeter of the development area. See Candlestick Point Infrastructure Plan Section 3.4.1.	\$6,101,439
6	Separated Sanitary Sewer	Wastewater collection system to each of the uses identified in the development area. See Candlestick Point Infrastructure Plan Section 2.3.1.	\$20,115,722
7	Storm Drainage System	Piping and various stormwater treatment facilities located throughout the development area to collect and convey stormwater runoff. See Candlestick Point Infrastructure Plan Section 2.3.3.	\$52,775,039
8	Joint Trench	Dry utility system providing a distribution system for phone, cable, fiber optic, power, gas and other related facilities throughout the development area. See Candlestick Point Infrastructure Plan Section 2.4.	\$29,644,957
9	Street Lights, Traffic Signals-Overhead Signs	Luminaires, traffic control systems, and related appurtenances as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$15,415,851
10	Sidewalk, Curb and Gutter	Work associated with the installation of sidewalks curb and gutter throughout the development area as described in Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$12,398,664
11	Streets and Roads	Construction of the roadway network established to serve the new development as described in the Candlestick Point Infrastructure Plan Sections 2.1 and 2.2.	\$23,495,139
12	Earthwork	Grading and surcharge operations including import, cut and fill necessary to construct the development as shown in the Candlestick Point Infrastructure Plan Section 5.5.	\$47,491,238

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule I		Section 33445 Facilities (Located Within or Contiguous to BVHP Project Area B)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
13	Streetscape Improvements	Includes streetscape improvements of the on-site streets according to the Candlestick Point Infrastructure Plan Section 2.1, to be further defined in the Project Streetscape Master Plan.	\$20,524,048	
14	Temporary Improvement	Interim improvements may be required to serve an early phase of the development, as described in the Candlestick Point Infrastructure Plan Section 5.2.	\$6,902,945	
15	Transportation	Transportation management systems and transit stops as described in the Project Transportation Plan and Candlestick Point Infrastructure Plan Section 2.2.	\$3,775,002	
16	Alice Griffith Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,092,157	
17	Candlestick Point Neighborhood Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,958,883	
18	Grasslands North	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,518,973	
19	Last Port	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,078,771	
20	Earl Boulevard Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$4,015,057	
21	Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$7,778,546	
22	Bayview Gardens	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$6,781,014	
23	Grasslands South	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,518,973	
24	The Neck	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$3,312,570	
25	Mini Wedge Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,701,185	

FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
 NON-STADIUM ALTERNATIVE

Schedule I		Non-Stadium Alternative	
Section 3344S facilities (Located Within or Contiguous to BVHP Project Area B)			
Item No.	Facility	Description of Facility	Estimated Cost
26	The Last Rubble	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$13,039,022
27	Wild Meadow	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$9,604,175
28	The Heart of the Park	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$5,283,516
29	The Point	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$2,553,262
30	Bayview Hillside Open Space	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$377,500
31	Jamestown Walker Slope	Developed in accordance with the Project Open Space Master Plan, and as summarized in Candlestick Point Infrastructure Plan Section 4.1.	\$377,500
32	Palou Avenue (within the Project Area)	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$13,010,163
33	Ingalls/Thomas/Carrol/Griffith	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3 and Hunters Point Infrastructure Plan Section 2.1.3.	\$21,157,548
34	Gilman Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$11,126,106

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule I		Section 33445 facilities (Located Within or Contiguous to BVHP Project Area B)		Non-Stadium Alternative
Item No.	Facility	Description of Facility	Estimated Cost	
35	Ingerson	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$1,906,053	
36	Jamestown	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$1,333,424	
37	Yosemite Slough Bridge	A new Yosemite Slough bridge (including approach road and RAD Clearance) will be constructed as described in Hunters Point Infrastructure Plan Sections 5.6 and 7.5.	\$99,615,836	
TOTAL SECTION 33445 FACILITIES:			\$553,790,720	

Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

**FACILITIES TO BE FINANCED BY
BVHP PROJECT AREA B (ZONE 1)
NON-STADIUM ALTERNATIVE**

Schedule II	Section 33445.1 Facilities (Located Outside BVHP Project Area B)	Non-Stadium Alternative	
Item No.	Facility	Description of Facility	Estimated Cost

38	Palou Avenue	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3.	\$15,901,311
39	Pennsylvania & 25th Signal	Improvements to the existing roadways required to accommodate the development of the project area as described in the Hunters Point Infrastructure Plan Section 2.1.3 and the Transportation Plan.	\$1,132,500
40	Harney	Improvements to the existing roadways required to accommodate the development of the project area as described in the Candlestick Point Infrastructure Plan Section 2.1.3.	\$18,261,196
41	Harney / Geneva BRT/TPS	Fair share contribution formulated through Bi-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$83,170,800
42	Bayshore Caltrain Station	Fair share contribution formulated through Bi-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.2 and the Transportation Plan.	\$3,865,600
43	Geneva / Harney / US-101 Interchange	Fair share contribution formulated through Bi-County Transp. Study as described in the Candlestick Point Infrastructure Plan Sec. 2.1.3 and the Transportation Plan.	\$32,253,600

TOTAL SECTION 33445.1 FACILITIES:	\$154,585,007
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Note: The line item costs above are estimates only and include construction management, design, mitigation monitoring, as-builts and cost associated with transfer to City, City and third party costs, air quality monitoring, phase applications, bonds, applicable land acquisition costs, insurance, and construction contingency.

RESOLUTION NO. 72-2010

Adopted June 3, 2010

**COMMENDING THE HUNTERS POINT SHIPYARD CITIZENS
ADVISORY COMMITTEE AND EXPRESSING THE INTENTION OF
THE AGENCY TO CONSULT WITH THE COMMITTEE ON THE
IMPLEMENTATION OF THE CANDLESTICK POINT - HUNTERS
POINT SHIPYARD PHASE 2 PROJECT; HUNTERS POINT
SHIPYARD REDEVELOPMENT PROJECT AREA**


BASIS FOR RESOLUTION

1. The Hunters Point Shipyard Citizens Advisory Committee ("CAC") was established by the Mayor in 1993 to serve as an advisory body to the Redevelopment Agency of the City and County of San Francisco ("Agency") in the planning for the development of the Hunters Point Shipyard. The members of the CAC serve at the pleasure of the Mayor.
2. The CAC has worked diligently for over 17 years to plan for the reuse and development of the Hunters Point Shipyard.
3. The CAC has worked for over three years with the Agency, the City, and members of the Bayview Hunters Point community to plan for the development of Candlestick Point and the Hunters Point Shipyard, and has substantially contributed to the planning for this development.
4. The Agency wishes to continue to consult with the CAC regarding the implementation of the Candlestick Point – Hunters Point Shipyard Phase 2 Project.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED that the Redevelopment Agency of the City and County of San Francisco extends to the members of the Hunters Point Shipyard Citizens Advisory Committee its commendation and gratitude for their efforts in the planning of the Candlestick Point - Hunters Point Shipyard Phase 2 Project, and expresses its intention to continue to consult with the committee in the advisory capacity on the implementation of the project.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel

RESOLUTION NO. 73-2010

Adopted June 3, 2010

**COMMENDING THE BAYVIEW HUNTERS POINT PROJECT AREA
COMMITTEE AND EXPRESSING THE INTENTION OF THE
AGENCY TO CONSULT WITH THE COMMITTEE ON THE
IMPLEMENTATION OF THE CANDLESTICK POINT -
HUNTERS POINT SHIPYARD PHASE 2 PROJECT;
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA**

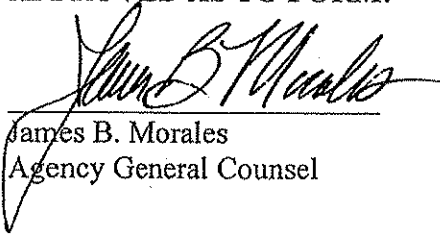
BASIS FOR RESOLUTION

1. The Bayview Hunters Point Project Area Committee ("PAC") was established by the Board of Supervisors of the City and County of San Francisco in 1997 to serve as an advisory body to the Redevelopment Agency of the City and County of San Francisco ("Agency") in the planning for the redevelopment of the Bayview Hunters Point Redevelopment Project Area ("Project Area").
2. The Bayview Hunters Point Redevelopment Plan requires that the Agency maintain the PAC to oversee the implementation of the revitalization of the Project Area.
3. The PAC has worked diligently for 13 years providing the Agency and City Departments with policy guidance and a forum for community input of its redevelopment policies and programs.
4. The PAC has worked extensively over the past three years with the Agency, the City, and members of the Bayview Hunters Point community to plan for the reuse and development of the Candlestick Point and the Hunters Point Shipyard, and has substantially contributed to the planning for this development.
5. The Agency will continue to consult with the PAC regarding the implementation of the Candlestick Point - Hunters Point Shipyard Phase 2 Project.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED that the Redevelopment Agency of the City and County of San Francisco extends to the members of the Bayview Hunters Point Project Area Committee its commendation and gratitude for their efforts in the planning of the Candlestick Point - Hunters Point Shipyard Phase 2 Project, and expresses its intention to continue to consult with the committee in the advisory capacity on the implementation of the Project.

APPROVED AS TO FORM:


James B. Morales
Agency General Counsel



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 18101

HEARING DATE: JUNE 3, 2010

Date: May 20, 2010
Case No.: 2007.0946BEMRTUZ
Project: Candlestick Point - Hunters Point Shipyard Phase 2
General Plan Findings and Planning Code Section 101.1
Findings
Location: Candlestick Point and Hunters Point Shipyard
Staff Contact: Mat Snyder - (415) 575-6891
mathew.snyder@sfgov.org
Recommendation: Adopt the Findings

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ESTABLISHING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 101.1 OF THE CITY PLANNING CODE FOR THE CANDLESTICK POINT HUNTERS POINT SHIPYARD PHASE 2 DEVELOPMENT PROJECT INCLUDING AMENDMENTS TO THE BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN, THE HUNTERS POINT SHIPYARD REDEVELOPMENT PLAN AND FOR VARIOUS ACTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROJECT.

WHEREAS, The Planning Department ("Department"), Redevelopment Agency ("Agency"), the Office of Economic and Workforce Development ("OEWD") with many other City Departments have been working to transform Candlestick Point and the Hunters Point Shipyard from their current underutilized nature into a vibrant, high-density, mixed-use, transit-oriented neighborhoods that will provide public benefits to both the existing residents and the City as a whole;

The Bayview Hunters Point has one of the highest concentrations of very low-income residents and one of the highest unemployment rates in San Francisco, and public health in the area has generally been poor compared to the rest of San Francisco. Bayview Hunters Point has very few quality public parks and open spaces that provide active recreation facilities for neighborhood youth, and is in need of affordable housing and business and job opportunities for its residents. The area remains under-served by transit and basic neighborhood-serving retail and cultural amenities. The betterment of the quality of life for the residents of the Bayview Hunters Point community is one of the City's highest priorities;

Hunters Point Shipyard and Candlestick Point are part of the Bayview Hunters Point neighborhood and are in close proximity to one another, separated only by the Yosemite Slough and South Basin. Together, they comprise about 702 acres, and make up the largest area of underused land in the City. The Candlestick Point area comprises approximately 281 acres and Hunters Point Shipyard Phase 2 area comprises approximately 402 acres. Candlestick Point is

Resolution No. 18101
Hearing Date: June 3, 2010

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 General Plan Findings
and Planning Code Section 101.1
Findings

generally comprised of the 49ers Football Stadium and parking lot, the Candlestick Point State Recreation Area (CPSRA) (excluding the Yosemite Slough portion of the Park), the Alice Griffith Housing development, along with privately held parcels to the southwest of the stadium site between Bayview Hill and Jamestown Avenue, and privately held parcels between the stadium and the CPSRA. The Hunters Point Shipyards portion of the project is comprised of a majority of the former Naval Shipyards except for the portion currently being developed as "Phase 1", also often referred to as "Parcel A";

The Hunters Point Shipyards was once a thriving, major maritime industrial center that employed generations of Bayview Hunters Point residents. Following World War II, the Shipyards was a vital hub of employment in the Bayview Hunters Point, providing logistics support, construction and maintenance for the United States Department of the Navy. At its peak, the Shipyards employed more than 17,000 civilian and military personnel, many of whom lived in Bayview Hunters Point. The United States Navy ceased operations at the Shipyards in 1974 and officially closed the base in 1988. The Shipyards was then included on the Department of Defense's 1991 Base Realignment and Closure (BRAC) list. In 1993, following designation of the Shipyards by the City's Board of Supervisors as a redevelopment survey area, the City and the Redevelopment Agency began a community process to create a plan for the economic reuse of the Shipyards and the remediation and conveyance of the property by the Navy; and

In planning for the redevelopment of the Shipyards, the City and the Redevelopment Agency worked closely with the Hunters Point Citizen's Advisory Committee ("CAC"). The CAC is a group of Bayview Hunters Point community residents, business owners and individuals with expertise in specific areas, who are selected by the Mayor to oversee the redevelopment process for the Shipyards. The Agency has worked with the CAC and the community throughout the process of implementing revitalization activities regarding the Shipyards; and

In July 1997, the Board of Supervisors adopted a Redevelopment Plan for revitalization of the Shipyards. The Hunters Point Redevelopment Plan contemplated the development of a mix of residential, commercial, cultural, research and development and light industrial uses, with open space around the waterfront perimeter; and

Since its selection by the Redevelopment Agency, the Shipyards developer has worked with the City, the Agency, and the Navy to facilitate the redevelopment and economic reuse of the Shipyards. In 2003, the Shipyards developer and the Agency entered into the Hunters Point Shipyards Phase I Disposition and Development Agreement (DDA), under which the Shipyards developer is constructing infrastructure for up to 1,600 residential units on Parcel A of the Shipyards, of which approximately 30 percent will be affordable. The Phase I DDA also requires the Shipyards developer to create approximately 25 acres of public parks and open space on Parcel A.

As described above, Candlestick Point includes, among other things: (a) the City-owned stadium, currently named Candlestick Park, which is home to the San Francisco 49ers and is nearing the end of its useful life; (b) the Alice B. Griffith Housing Development, also known as Double Rock, and (c) the Candlestick Point State Recreation Area.

Resolution No. 18101
Hearing Date: June 3, 2010

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 General Plan Findings
and Planning Code Section 101.1
Findings

In June, 1997, San Francisco voters adopted two measures (Propositions D and F) providing for the development by the 49ers or their development partners of a new stadium, a related 1,400,000 square foot entertainment and retail shopping center, and other conditional uses including residential uses. The voters approved up to \$100 million of lease revenue bonds to help finance the proposed development of the new stadium.

In June 2006, following a 10-year planning process, the Board of Supervisors adopted a Redevelopment Plan for the Bayview Hunters Point Project Area that includes Candlestick Point. The primary objective of the Redevelopment Plan is to revitalize the Bayview Hunters Point community through economic development, affordable housing and community enhancement programs for the benefit of existing residents and community-based businesses. The policies and programs of the Redevelopment Plan incorporate community goals and objectives expressed in a Concept Plan that the Bayview Hunters Point Project Area Committee ("PAC") adopted in 2000, following hundreds of community planning meetings. The PAC is a body that was formed in 1997 through a public election by Bayview Hunters Point voters to work with the Redevelopment Agency and the City and represent the interests of the Bayview Hunters Point community in planning for the area's future. The Agency has continued to work through the PAC and with the community throughout the process of implementing revitalization activities under the Redevelopment Plan.

The Alice B. Griffith Housing Development, built in the early 1960s and operated by the San Francisco Housing Authority, needs substantial improvement. An important component of the Project is to provide one-for-one replacement of Alice B. Griffith units at existing low income levels and to ensure that existing tenants have the right to move to the new upgraded units without being displaced until the replacement units are ready for occupancy.

In 1983, the City donated land at Candlestick Point to the State of California to form the Candlestick Point State Recreation Area with the expectation that the State would develop and implement a plan for improving the park land. The Recreation Area has the potential to be a tremendous open space recreational resource for the region and for the residents of Bayview Hunters Point. But it has not reached its potential due to limited State funding and a challenging configuration. The long-term restoration and improvement of the Candlestick Point State Recreation Area has been a long-term goal of the residents of Bayview Hunters Point, the City, and the State.

For over a decade, the redevelopment of Candlestick Point and the Shipyards has proceeded on parallel, though largely separate, paths. But over the last four years, the City and the Redevelopment Agency have been working with the Bayview Hunters Point community on redeveloping the two sites together. A primary objective of both the Hunters Point Shipyards Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan is to create economic development, affordable housing, public parks and open space and other community benefits by developing the under-used lands within the two project areas. Combining the planning and redevelopment of these two areas provides a more coherent overall plan, including comprehensive public recreation and open space plans and integrated transportation plans, and

Resolution No. 18101
Hearing Date: June 3, 2010

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyard Phase 2 General Plan Findings
and Planning Code Section 101.1
Findings

provides better ways to increase efficiencies to finance the development of affordable housing and the public infrastructure necessary to expedite the revitalization of both areas.

In May, 2007, the Board of Supervisors adopted and the Mayor approved a resolution approving a Conceptual Framework for the integrated development of Candlestick Point and Phase 2 of the Hunters Point Shipyard ("the Project"). The Conceptual Framework, which is the basis for the last three years of planning for the Project, envisioned a major mixed-use project, including hundreds of acres of new waterfront parks and open space, thousands of new housing units, 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 potential new stadium for the 49ers on the Shipyard.

In furtherance of the Conceptual Framework, in April 2007, the San Francisco Recreation and Parks Commission adopted a resolution requesting the Redevelopment Agency to include the existing stadium site under the Exclusive Negotiations Agreement. In May 2007, the Redevelopment Agency and the Shipyard developer (whose members were reconstituted) entered into a Second Amended and Restated Exclusive Negotiations and Planning Agreement related to Phase II of the Shipyard Redevelopment Plan, which extended the Shipyard developer's exclusive negotiating rights to cover Candlestick Point.

On June 3, 2008, the San Francisco voters approved Proposition G, an initiative petition measure named The Bayview Jobs, Parks, and Housing Initiative, regarding plans to revitalize the Project site. As set forth in Proposition G, the project is designed to revitalize the Project Site by (a) improving and creating hundreds of acres of public parks and open space, particularly along the waterfront, (b) significantly increasing the quality and quantity of affordable housing in southeastern San Francisco, including the complete rebuilding of the Alice Griffith Housing Development, (c) providing thousands of commercial and construction job opportunities for San Francisco residents and businesses, especially in the Bayview Hunters Point community, (d) supporting the creation of permanent space on the Shipyard for existing artists, (e) elevating the site into a regional center for green development and the use of green technology and sustainable building design, (f) providing extensive transportation improvements that will benefit southeastern San Francisco generally, (g) attracting and sustaining neighborhood serving retail and cultural amenities and services, and (h) offering a world-class waterfront stadium site opportunity as the City's last and best chance to keep the 49ers in San Francisco over the long term, but without requiring the revitalization project to be delayed if the 49ers do not timely decide to build a stadium in the project site or decide to build a new stadium elsewhere.

In October 2009, the State Legislature approved and the Governor signed and filed Senate Bill No. 792 (SB 792). SB 792, enacted as Chapter 2003 of the Statutes of 2009 in January of 2010, provides for the reconfiguration of the Candlestick Point State Recreation Area and improvement of the State park lands, in connection with the development of the Project.

The Project will include (a) 10,500 residential units, approximately 32 percent of which (3,345) will be offered at below market rates, (b) approximately 327 to 336 acres of new and improved public parks and open space, (c) 885,000 square feet of regional and neighborhood-serving retail space, (d) 255,000 square feet of new and renovated studio space for Shipyard

Resolution No. 18101
Hearing Date: June 3, 2010

Case No 2007.0946BEMTZRU
Candlestick Point - Hunters Point
Shipyards Phase 2 General Plan Findings
and Planning Code Section 101.1
Findings

artists, including an arts education center within a new "Arts District" supporting the vibrant artist community, (e) 2,650,000-5,000,000 square feet of commercial, light industrial, research and development and office space, including space for the United Nations Global Compact Center, (f) 100,000 square feet of community uses, (g) new public and community facilities on the Shipyards and Candlestick Point, (h) improved land and supporting infrastructure for a new football stadium for the San Francisco 49ers, including necessary parking areas and transportation improvements, with alternative uses that either shift some residential uses from Candlestick Point to the Shipyards and expands by up to 500,000 square feet commercial uses on some of the areas of the Shipyards currently reserved for stadium uses or expand research and development uses by 2,500,000 square feet on the Shipyards if the 49ers do not avail themselves of the opportunity to build a new stadium on the Shipyards, (i) a 10,000 seat arena on Candlestick Point, (j) a hotel, (k) a 300 slip Marina, and (l) a bicycle and pedestrian bridge over Yosemite Slough, that can be used for game day automobile travel in the event the stadium is constructed.

In order to implement the Project the Agency has prepared and transmitted to the Planning Commission proposed amendments to the Bayview Hunters Point and Hunters Point Shipyards Redevelopment Plans. Among other things, these amendments increase tax increment financing limits, revise the land use controls, and limit new impact fees imposed on the Project. The amendment to the Shipyards Plan also provides that a portion of the research and development square footage entitlement be given priority for Proposition M (Planning Code Sections 320-325) office space allocation with certain conditions. Additionally, the Amendment to the Bayview Hunters Point Redevelopment Plan designates Candlestick Point as Zone 1 of the Project Area. In addition to amendments to the Redevelopment Plans, amendments to the City's General Plan, Planning Code and Zoning Maps are necessary to find the Redevelopment Plans consistent with the General Plan.

Pursuant to Section 33346 of the California Health and Safety Code regarding California Redevelopment Law, the planning policies and objectives and land uses and densities of the Redevelopment Plans must be found consistent with the General Plan prior to Redevelopment Plan approval by the Board of Supervisors.

The Charter of the City and County of San Francisco requires certain legislative actions to be found in conformity with the General Plan and Section 101.1 of the Planning Code.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of the Bayview Hunters Point and Hunters Point Shipyards, using the legal and financial tools of a Redevelopment Plan, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods.

The proposed Bayview Hunters Point and Hunters Point Shipyards Redevelopment Plans, as amended, provide for a type of development, intensity of development and location of development that is consistent with the overall goals and objectives and policies of the General

Resolution No. 18101
Hearing Date: June 3, 2010

Case No 2007.0946BEMTZRU
Candlestick Point - Hunters Point
Shipyards Phase 2 General Plan Findings
and Planning Code Section 101.1
Findings

Plan as well as the Eight Priority Policies of Section 101.1, as expressed in the findings contained in Exhibit A to this resolution.

On June 3, 2010, by Motion No. 18096, the Commission certified the Final Environmental Impact Report ("FEIR") for the Project as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA").

On June 3, 2010 by Resolution No. 18102, the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the Bayview Hunters Point Redevelopment Plan and the Hunters Point Shipyards Redevelopment Plan, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth.

As part of the implementation of the Project, the Board of Supervisors is considering a number of actions, including but not limited to the following: adoption of amendments to the General Plan, Planning Code, and Zoning Map; adoption of the amendments to the Bayview Hunters Point Redevelopment Plan and the Hunters Point Shipyards Redevelopment Plan; approval of the Interagency Cooperation Agreement for the Project (which includes a Joint Facilities Agreement); approval of a Public Trust Exchange Agreement with the San Francisco Port, Redevelopment Agency and State Lands Commission, and a land transfer agreement with the Redevelopment Agency and San Francisco Recreation and Park; adoption of amendments to the Health Code, the Public Works Code, the Building Code, and the Subdivision Code; and approval of a Tax Allocation Agreement with the Redevelopment Agency.

Drafts of these documents and proposed Board of Supervisors' Resolutions and Ordinances are contained in Planning Department file for Case 2007.0946BEMTRUZ;

The drafts of the documents for Board action may be modified prior to final action by the Board of Supervisors.

The proposed General Plan, Planning Code and Zoning Map amendments provide for the adoption of the proposed amendments to the Bayview Hunters Point and the Hunters Point Shipyards Redevelopment Plans.

The drafts of the proposed amendments to the Bayview Hunters Point and the Hunters Point Shipyards Redevelopment Plans set forth plans and objectives for the revitalization of the area.

The proposed Interagency Cooperation Agreement sets forth a framework for cooperation between the City and the Redevelopment Agency in administering the process for approval of all applicable land use, development, construction, improvement, infrastructure, occupancy and use requirements relating to the areas covered by the Redevelopment Plans.

The Public Trust Exchange Agreement settles certain boundary and title disputes related to the common law public trust for commerce, navigation, and fisheries ("Public Trust"), and

Resolution No. 18101
Hearing Date: June 3, 2010

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 General Plan Findings
and Planning Code Section 101.1
Findings

establishes and reconfigures the location of the lands subject to the Public Trust and lands free of the Public Trust, in furtherance of the Project and the reconfiguration of Candlestick Point State Recreation Area.

The Recreation and Park land transfer agreement provides for the transfer of City-owned land within the Candlestick site to the Redevelopment Agency for development of the Project, consistent with Proposition G.

The draft amendments to the Health Code and related amendments to the Public Works Code and the Building Code create a framework for the San Francisco Department of Public Health to oversee and monitor compliance with environmental requirements at the Hunters Point Shipyards.

The draft amendments to the Subdivision Code provide the terms and conditions under which subdivision and parcel maps will be approved in the Project area.

The proposed Tax Allocation Agreement provides for an irrevocable pledge of net available tax increment from the Project site to the Redevelopment Agency, for the purpose of financing the construction of public infrastructure and certain other public improvements in the Project site.

The Commission is not required to approve all of the Board Actions, but must consider whether the implementation of the Bayview Hunters Point and the Hunters Point Shipyards Plan Redevelopment Plans, as amended, which the Board actions contemplate, is consistent with the General Plan, as it is proposed to be amended, and with Planning Code Section 101.1.

The Commission has reviewed the analysis of the consistency of the Redevelopment Plans, as amended, and the various implementation actions with the City's General Plan, as it is proposed to be amended, and with Section 101.1 of the Planning Code, which consistency analysis has been prepared by Planning Department staff and is set forth in Exhibit A to this Resolution.

Resolution No. 18101
Hearing Date: June 3, 2010

Case No 2007.0946BEMTZRU
Candlestick Point - Hunters Point
Shipyards Phase 2 General Plan Findings
and Planning Code Section 101.1
Findings

NOW, THEREFORE, BE IT RESOLVED, That the Planning Commission finds that the amendments to the Bayview Hunters Point Redevelopment Plan, the Shipyards Redevelopment Plan, and the Board actions identified above as necessary to implement the Project are consistent with the General Plan, as it is proposed to be amended, and with Section 101.1 of the Planning Code as described in Exhibit A to this Resolution.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on June 3, 2010.



Linda D. Avery
Commission Secretary

AYES: Commissioners Antonini, Borden, Lee, Miguel

NOES: Commissioners Moore, Olague, Sugaya

ABSENT: None

ADOPTED: June 3, 2010

Exhibit A
To Planning Commission Resolution No. 18101

Candlestick Point – Hunters Point Shipyard Phase 2 Development Project
General Plan Findings and Planning Code Section 101.1 Findings

The following constitute findings that the Candlestick Point – Hunters Point Shipyard Phase 2 Development Project (the Project) is, on balance, consistent with the General Plan and Planning Code Section 101.1.

These findings consider, and are conditioned upon, all required Planning Commission actions related to the Project including, but not limited to, adoption of Planning Code text and map amendments (Planning Code Amendments); amendments to the General Plan, including amendments to the Bayview Hunters Point Area Plan, adoption of the Candlestick Point Sub-Area Plan, and adoption of the Hunters Point Shipyard Area Plan (General Plan Amendments); and adoption of the amendments to the Bayview Hunters Point Redevelopment Plan (BVHP Redevelopment Plan) and the Hunters Point Shipyard Redevelopment Plan (Shipyard Redevelopment Plan) and approval of the Candlestick Point and Hunters Point Shipyard Phase 2 Design for Development Documents and corresponding technical amendments to the Hunters Point Shipyard Phase 1 Design for Development Document.

Additionally, these findings will apply to other Project actions and related documents including, but not limited to the Planning Cooperation Agreement, Real Property Transfer Agreement between the Redevelopment Agency and the City and County of San Francisco for certain City property at Candlestick Point (“Recreation and Park Land Transfer Agreement”), Interagency Cooperation Agreement, amendments to the Subdivision Code, amendments to the Health Code and related amendments to the Public Works Code and Building Code and the Public Trust Exchange Agreement.

BAYVIEW HUNTERS POINT AREA PLAN

The Bayview Hunters Point Area Plan (BVHP Area Plan) provides broad principles, objectives, and policies for community development in the Bayview neighborhood. The BVHP Area Plan discusses the need to arrest the demographic decline of the African American population; provide economic development and jobs, particularly for local residents; eliminate health and environmental hazards including reducing land use conflicts; provide additional housing, particularly affordable housing; provide additional recreation, open space, and public service facilities, and better address transportation deficiencies by offering a wider range of transportation options.

As a part of the adopted General Plan amendments (Planning Commission Resolution No. 18098), the BVHP Area Plan was amended to implement the Project and reflect the fact that four years have passed since the BVHP Area Plan was last updated. Most significantly, a new Candlestick Point Subarea Plan was adopted as part of this Area Plan.



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 18102

HEARING DATE: JUNE 3, 2010

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Date: March 18, 2010
Case No.: 2007.0946BEMRTUZ
Project: Candlestick Point – Hunters Point Shipyard Phase 2
Finding the Redevelopment Plan Amendments Consistent with
the General Plan, Recommending Approval of Redevelopment
Plan Amendments, and Making Office Allocation Findings
(Planning Code Section 320 – 325)
Block/Lot: Candlestick Point and Hunters Point Shipyard
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org
Recommendation: Approval

ESTABLISHING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN OF THE CITY AND COUNTY OF SAN FRANCISCO FOR PROPOSED AMENDMENTS TO THE BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN AND THE HUNTERS POINT SHIPYARD REDEVELOPMENT PLAN, AS PART OF THE CANDLESTICK POINT - HUNTERS POINT SHIPYARD PHASE 2 PROJECT, RECOMMENDING THE APPROVAL OF THE AMENDMENTS TO SUCH REDEVELOPMENT PLANS, AND MAKING OFFICE ALLOCATION FINDINGS PURSUANT TO PLANNING CODE SECTIONS 320 - 325.

WHEREAS, In accordance with California Redevelopment Law, the San Francisco Redevelopment Agency is proposing to amend both the Bayview Hunters Point Redevelopment Plan and the Hunters Point Shipyard Redevelopment Plan.

The Bayview Hunters Point has one of the highest concentrations of very low-income residents and one of the highest unemployment rates in San Francisco, and public health in the area has generally been poor compared to the rest of San Francisco. Bayview Hunters Point has very few quality public parks and open spaces that provide active recreation facilities for neighborhood youth, and is in need of affordable housing and business and job opportunities for its residents. The area remains under-served by transit and basic neighborhood-serving retail and cultural amenities. The betterment of the quality of life for the residents of the Bayview Hunters Point community is one of the City's highest priorities.

Hunters Point Shipyard and Candlestick Point are part of the Bayview Hunters Point neighborhood and are in close proximity to one another, separated only by the Yosemite Slough and South Basin. Together, they comprise about 702 acres, and make up the largest area of underused land in the City. This legislation creating the Candlestick Point Activity Node Special Use District, the Hunters Point Shipyard Phase 2 Special Use District, the 40/420-CP Height and Bulk District and the 40/370-HP Height and Bulk District, and the related rezoning and General Plan amendments, will implement the proposed consolidated redevelopment of the Hunters Point Shipyard Phase 2 and

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
Sections 320-325 of the Planning
Code

Candlestick Point ("the Project"). The areas within the Candlestick Activity Node Special Use District and the Hunters Point Shipyards Phase 2 Special Use District together comprise the Project Site ("The Project Site"). As set forth in Proposition G, passed by San Francisco voters on June 3, 2008, the Project is designed to reconnect the Shipyards and Candlestick Point with the Bayview Hunters Point community and the rest of San Francisco and transform these long-abandoned waterfront lands into productive areas for jobs, parks and housing, including affordable housing. Expediting implementation of the Project will provide long overdue improvements to the Bayview Hunters Point community that will also benefit the City as a whole.

Hunters Point Shipyards

Hunters Point Shipyards was once a thriving, major maritime industrial center that employed generations of Bayview Hunters Point residents. Following World War II, the Shipyards was a vital hub of employment in the Bayview Hunters Point, providing logistics support, construction and maintenance for the United States Department of the Navy. At its peak, the Shipyards employed more than 17,000 civilian and military personnel, many of whom lived in Bayview Hunters Point. The United States Navy ceased operations at the Shipyards in 1974 and officially closed the base in 1988. The Shipyards was then included on the Department of Defense's 1991 Base Realignment and Closure (BRAC) list. In 1993, following designation of the Shipyards by the City's Board of Supervisors as a redevelopment survey area, the City and the Redevelopment Agency began a community process to create a plan for the economic reuse of the Shipyards and the remediation and conveyance of the property by the Navy.

In planning for the redevelopment of the Shipyards, the City and the Redevelopment Agency worked closely with the Hunters Point Citizen's Advisory Committee ("CAC"). The CAC is a group of Bayview Hunters Point community residents, business owners and individuals with expertise in specific areas, who are selected by the Mayor to oversee the redevelopment process for the Shipyards. The Agency has worked with the CAC and the community throughout the process of implementing revitalization activities regarding the Shipyards.

In July 1997, the Board of Supervisors adopted a Redevelopment Plan for revitalization of the Shipyards. The Hunters Point Redevelopment Plan contemplated the development of a mix of residential, commercial, cultural, research and development and light industrial uses, with open space around the waterfront perimeter.

Since its selection by the Redevelopment Agency, the Shipyards developer has worked with the City, the Agency, and the Navy to facilitate the redevelopment and economic reuse of the Shipyards. In 2003, the Shipyards developer and the Agency entered into the Hunters Point Shipyards Phase I Disposition and Development Agreement (DDA), under which the Shipyards developer is constructing infrastructure for up to 1,600 residential units on Parcel A of the Shipyards, of which approximately 30 percent will be affordable. The Phase I DDA also requires the Shipyards developer to create approximately 25 acres of public parks and open space on Parcel A.

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
Sections 320-325 of the Planning
Code

In March 2004, the Redevelopment Agency, in cooperation with the City and the Shipyards developer negotiated a comprehensive agreement with the Navy governing the terms and conditions of the hazardous materials remediation and conveyance of the Shipyards by the Navy to the Agency. The Conveyance Agreement obligates the Navy to remediate the hazardous materials on the Shipyards to levels consistent with the land uses designated in the original redevelopment plans for the Shipyards and to convey parcels to the Agency at no cost on a phased basis as the Navy successfully completes the remediation.

In 2005, the Navy conveyed Parcel A to the Agency under the Conveyance Agreement, and the Agency then closed escrow on its transfer of a portion of Parcel A to the Shipyards developer to begin site preparation and infrastructure development for the construction of new housing and parks on Parcel A.

Candlestick Point

WHEREAS, Candlestick Point includes, among other things: (a) the City-owned stadium, currently named Candlestick Park, which is home to the San Francisco 49ers and is nearing the end of its useful life; (b) the Alice B. Griffith Housing Development, also known as Double Rock, and (c) the Candlestick Point State Recreation Area.

In June, 1997, San Francisco voters adopted two measures (Propositions D and F) providing for the development by the 49ers or their development partners of a new stadium, a related 1,400,000 square foot entertainment and retail shopping center, and other conditional uses including residential uses. The voters approved up to \$100 million of lease revenue bonds to help finance the proposed development of the new stadium.

In June 2006, following a 10-year planning process, the Board of Supervisors adopted a Redevelopment Plan for the Bayview Hunters Point Project Area that includes Candlestick Point. The primary objective of the Redevelopment Plan is to revitalize the Bayview Hunters Point community through economic development, affordable housing and community enhancement programs for the benefit of existing residents and community-based businesses. The policies and programs of the Redevelopment Plan incorporate community goals and objectives expressed in a Concept Plan that the Bayview Hunters Point Project Area Committee ("PAC") adopted in 2000, following hundreds of community planning meetings. The PAC is a body that was formed in 1997 through a public election by Bayview Hunters Point voters to work with the Redevelopment Agency and the City and represent the interests of the Bayview Hunters Point community in planning for the area's future. The Agency has continued to work through the PAC and with the community throughout the process of implementing revitalization activities under the Redevelopment Plan.

The Alice B. Griffith Housing Development, built in the early 1960s and operated by the San Francisco Housing Authority, needs substantial improvement. An important component of the Project is to provide one-for-one replacement of Alice B. Griffith units at existing low income levels and to ensure

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyard Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
Sections 320-325 of the Planning
Code

that existing tenants have the right to move to the new upgraded units without being displaced until the replacement units are ready for occupancy.

In 1983, the City donated land at Candlestick Point to the State of California to form the Candlestick Point State Recreation Area with the expectation that the State would develop and implement a plan for improving the park land. The Recreation Area has the potential to be a tremendous open space recreational resource for the region and for the residents of Bayview Hunters Point. But it has not reached its potential due to limited State funding and a challenging configuration. The long-term restoration and improvement of the Candlestick Point State Recreation Area has been a long-term goal of the residents of Bayview Hunters Point, the City, and the State.

Integrated Development of the Hunters Point Shipyard and Candlestick Point.

For over a decade, the redevelopment of Candlestick Point and the Shipyard has proceeded on parallel, though largely separate, paths. But over the last four years, the City and the Redevelopment Agency have been working with the Bayview Hunters Point community on redeveloping the two sites together. A primary objective of both the Hunters Point Shipyard Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan is to create economic development, affordable housing, public parks and open space and other community benefits by developing the under-used lands within the two project areas. Combining the planning and redevelopment of these two areas provides a more coherent overall plan, including comprehensive public recreation and open space plans and integrated transportation plans, and provides better ways to increase efficiencies to finance the development of affordable housing and the public infrastructure necessary to expedite the revitalization of both areas; and

Accordingly, in May, 2007, the Board of Supervisors adopted and the Mayor approved a resolution a Conceptual Framework for the integrated development of Candlestick Point and the Hunters Point Shipyard ("the Project"). The Conceptual Framework, which is the basis for the last three years of planning for the Project, envisioned a major mixed-use project, including hundreds of acres of new waterfront parks and open space, thousands of new housing units, 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 potential new stadium for the 49ers on the Shipyard; and

In furtherance of the Conceptual Framework, in April 2007, the San Francisco Recreation and Parks Commission adopted a resolution requesting the Redevelopment Agency to include the existing stadium site under the Exclusive Negotiations Agreement. In May 2007, the Redevelopment Agency and the Shipyard developer (whose members were reconstituted) entered into a Second Amended and Restated Exclusive Negotiations and Planning Agreement related to Phase II of the Shipyard Redevelopment Plan, which extended the Shipyard developer's exclusive negotiating rights to cover Candlestick Point.

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
Sections 320-325 of the Planning
Code

On June 3, 2008, the San Francisco voters approved Proposition G, an initiative petition measure named The Bayview Jobs, Parks, and Housing Initiative, regarding plans to revitalize the Project site. As set forth in Proposition G, the project is designed to revitalize the Project Site by (a) improving and creating hundreds of acres of public parks and open space, particularly along the waterfront, (b) significantly increasing the quality and quantity of affordable housing in southeastern San Francisco, including the complete rebuilding of the Alice Griffith Housing Development, (c) providing thousands of commercial and construction job opportunities for San Francisco residents and businesses, especially in the Bayview Hunters Point community, (d) supporting the creation of permanent space on the Shipyards for existing artists, (e) elevating the site into a regional center for green development and the use of green technology and sustainable building design, (f) providing extensive transportation improvements that will benefit southeastern San Francisco generally, (g) attracting and sustaining neighborhood serving retail and cultural amenities and services, and (h) offering a world-class waterfront stadium site opportunity as the City's last and best chance to keep the 49ers in San Francisco over the long term, but without requiring the revitalization project to be delayed if the 49ers do not timely decide to build a stadium in the project site or decide to build a new stadium elsewhere.

In October 2009, the State Legislature approved and the Governor signed and filed Senate Bill No. 792 (SB 792). SB 792, enacted as Chapter 2003 of the Statutes of 2009 in January of 2010, provides for the reconfiguration of the Candlestick Point State Recreation Area and improvement of the State park lands, in connection with the development of the Project.

Since February 2007, the Project has been reviewed by the Bayview Hunters Point community and other stakeholders in over 200 public meetings, including those held before the PAC, the CAC, the Redevelopment Agency Commission, the Board of Supervisors, the Planning Commission, and other City commissions and in other local forums.

On June 3, 2010, by Resolution No.18098, the Planning Commission adopted amendments to the General Plan and recommended to the Board of Supervisors approval of those amendments to the General Plan including amendments to Bayview Hunters Point Area Plan and the Commerce and Industry Element, and the creation of the Candlestick Point Subarea Plan, and the Hunters Point Area Plan.

Pursuant to Sections 33346 and 33354.6 of the California Health and Safety Code regarding California Redevelopment Law, the planning policies and objectives and land uses and densities of the Redevelopment Plans must be found consistent with the General Plan prior to Redevelopment Plan approval or amendment by the Board of Supervisors.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of the Bayview Hunters Point and Hunters Point Shipyards, using the legal and financial tools of a Redevelopment Plan, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods; and

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
Sections 320-325 of the Planning
Code

The proposed Bayview Hunters Point and Hunters Point Shipyards Redevelopment Plans provides for a type of development, intensity of development and location of development that is consistent with the overall goals and objectives and policies of the General Plan as well as the Eight Priority Policies of Section 101.1 of the Planning Code as set forth in Planning Commission Resolution.

The Planning Commission believes that the Bayview Hunters Point Redevelopment Plan as amended and the Hunters Point Shipyards Redevelopment Plan as amended would meet these objectives; and

The Project will include (a) 10,500 residential units, approximately 32 percent of which (3,345) will be offered at below market rates, (b) approximately 327 to 336 acres of new and improved public parks and open space, (c) 885,000 square feet of regional and neighborhood-serving retail space, (d) 255,000 square feet of new and renovated studio space for Shipyards artists, including an arts education center within a new "Arts District" supporting the vibrant artist community, (e) 2,650,000 square feet of commercial, light industrial, research and development and office space, including space for the United Nations Global Compact Center, (f) 100,000 square feet of community uses, (g) new public and community facilities on the Shipyards and Candlestick Point, (h) improved land and supporting infrastructure for a new football stadium for the San Francisco 49ers, including necessary parking areas and transportation improvements, with an alternative uses that either shift some residential uses from Candlestick Point to the Shipyards and expands by up to 500,000 square feet commercial uses on some of the areas of the Shipyards currently reserved for stadium uses or expand research and development uses by 2,500,000 square feet on the Shipyards if the 49ers do not avail themselves of the opportunity to build a new stadium on the Shipyards, (i) a 10,000 seat arena on Candlestick Point, (j) a hotel, (k) a 300 slip Marina, and (l) a bicycle and pedestrian bridge over Yosemite Slough, that can be used for game day automobile travel in the event the stadium is constructed.

The proposed Hunters Point Shipyards Redevelopment Plan provides that to facilitate early job generation within the Project Area during the early phases of redevelopment under this Plan, the first 800,000 square feet of office development within the Project Area is to receive priority under Sections 320-325 over all office development proposed elsewhere in the City, except within (a) the Mission Bay South Project Areas; and (b) the Transbay Transit Tower (proposed for development on Lot 001 of assessors Block 3720) (but not the remainder of the Transbay Redevelopment Project Area)

The Design for Development document contains detailed design standards and guidelines for all proposed development in both the Candlestick Point and Hunters Point Shipyards areas ("the Project Area").

The Candlestick Point area comprises approximately 281 and Hunters Point Shipyards Phase 2 area comprises approximately 402 acres. Candlestick Point is generally comprised of the 49ers Football Stadium and parking lot, the Candlestick Point State Recreation Area (CPSRA) (excluding the Yosemite Slough portion of the Park), the Alice Griffith Housing development, along with privately held parcels to the southwest of the stadium site between Bayview Hill and Jamestown Avenue, and privately held

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
Sections 320-325 of the Planning
Code

parcels between the stadium and the CPSRA. The Hunters Point Shipyards portion of the project is comprised of a majority of the former Naval Shipyards except for the portion currently being developed as "Phase 1", also often referred to as "Parcel A".

Any office development in the Candlestick Point and Hunters Point Shipyards will be subject to the limitation on the amount of square footage which may be approved, as set forth in Planning Code 321 or as amended by the voters.

Planning Code Sections 320-325 require review of proposed office development, as defined in Planning Code Section 320, by the Planning Commission and consideration of certain factors in approval of any office development.

Based upon the information before the Planning Commission regarding design guidelines for in the Design for Development for Candlestick Point and Hunters Point Shipyards, and the land use designations set out in the respective Redevelopment Plans, the Candlestick Point Subarea Plan and the Hunters Point Shipyards Area Plan, and the goals and objectives of set out in all the relevant documents, the Planning Commission hereby makes the findings set forth below, in accordance with Planning Code Section 321.

The Planning Commission has reviewed and considered the factors set forth in Planning Code Section 321(b) in order to make the determination that the office development contemplated by the Plan in particular would promote the public welfare, convenience and necessity. Those factors include consideration of the balance between economic growth and housing, transportation and public services, the contribution of the office development to the objectives and policies of the General Plan, the quality of the design of the proposed office development, the suitability of the proposed office development for its location, the anticipated uses of the proposed office development, in light of employment opportunities to be provided, needs of existing businesses, and the available supply of space suitable for such anticipated uses, the extent to which the proposed development will be owned or occupied by a single entity, and the use of transferable development rights for such office development.

The Planning Commission will review the design and details of individual office developments which are proposed in the Project Area, using the design standards and guidelines set forth in the Design for Development reviewed by this Planning Commission, to confirm that the specific office development continues to be consistent with the findings set forth herein.

On June 3, 2010, by Motion No. 18096, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA"); and

On June 3, 2010 by Motion No. 18097, the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the Bayview Hunters Point Redevelopment Plan and the Hunters Point Shipyards Redevelopment Plan, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
Sections 320-325 of the Planning
Code

in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth.

The Planning Commission finds the amended Bayview Hunters Point Redevelopment Plan and the amended Hunters Point Shipyards Redevelopment Plan as described in Exhibit A to this Resolution consistent with the General Plan, as it is proposed to be amended, and to Section 101.1 of the Planning Code as described in Exhibit A to Resolution No. 18101 which findings are hereby incorporated herein by this reference as if fully set forth.

NOW, THEREFORE, BE IT RESOLVED, That the Planning Commission having considered this proposal at a public meeting on June 3, 2010 pursuant to Planning Code Sections 302(b) and 340, having heard and reviewed oral and written testimony and reports, and having reviewed and certified the Final Environmental Impact Report on the Redevelopment Plans as adequate, complete, and in compliance with CEQA, does hereby find the Bayview Hunters Point Redevelopment Plan, as amended, and the Hunters Point Shipyards Redevelopment Plan, as amended, dated May 6, 2010 respectively, in conformity with the General Plan as it is recommended to be amended by Resolution No. 18101; and

BE IT FURTHER RESOLVED, That the Planning Commission hereby finds that up to 5,000,000 square feet of office development contemplated by the Hunters Point Shipyards Redevelopment Plan and up to 150,000 square feet of office development contemplated in Zone 1 of the Bayview Hunters Point Redevelopment Plans in particular promotes the public welfare, convenience and necessity for the following reasons:

1. The office development is part of the Redevelopment Plans, which would eliminate blighting influences and correct environmental deficiencies in the Hunters Point Redevelopment Project Area and Zone 1 (Candlestick Point) of the Bayview Hunters Point Redevelopment Project Area through a comprehensive plan for redevelopment.
2. The Redevelopment Plans and their supporting documents include a series of detailed design standards and guidelines which will ensure quality design of office development as well as a quality urban design scheme.
3. The Redevelopment Plans provide the important ability to retain and promote, within the City and County of San Francisco, the possibility of new emerging industries including green technology through the provision of a major new site and space for adjacent office and related uses.
4. Implementing permitted office uses as part of the Redevelopment Plans enables the achievement of a coordinated mixed-use development plan incorporating many features, such as large open spaces and parks and a new street grid.
5. Implementing the office use contemplated by the Redevelopment Plans would strengthen the economic base of the Project Area and the City as a whole by strengthening retail and other commercial functions in the Project Area community

through the addition of approximately 850,000 leasable square feet of various kinds of retail space, and as much as about 5,000,000 leasable square feet of mixed office, research and development and light manufacturing uses depending on the final disposition of the 49ers to building a new stadium at the Shipyards.

6. Build-out, including office uses, of both the Candlestick Point and Hunters Point Shipyards Phase 2 is anticipated to result in significant positive fiscal impacts to the City. This includes \$22 million in net cumulative revenues will accrue to other City funds including the Children's Fund, Library Fund and Open Space Fund
7. The development proposed by the Project will also have significant positive economic impacts on the City. At full build-out, employment in the Project Area is expected to be about 10,700. Direct and indirect job generation is estimated to be about 18,500. About 55% of the direct and indirect jobs are expected to be held by San Francisco residents. Project-related construction employment is projected to total 1,500 annual full-time equivalent jobs over the build-out period, representing a five percent increase in the City's construction job industry base. The employees working at the Project Area are expected to generate total household income of about \$746 million annually. Total direct, indirect and induced economic activity within the City and County of San Francisco is expected to be approximately \$3.7 billion. The Project provides an unprecedented system for diversity and economic development, including good faith efforts to meet goals for hiring minority and women-owned consulting and contracting businesses, hiring of minority and women laborers, compliance with prevailing wage policies, and would include a robust job training and placement program that will include, but not be limited to, almost \$9 million to workforce training and placement programs for local residents. The community benefits package also includes funds for child care and school facilities. Development of office uses will help to create the employment opportunities to achieve such hiring goals.
8. The Project includes the opportunity for substantial new publicly accessible open spaces totaling upwards of approximately 336 acres including a fully realized CPSRA, the dual use sports facility on the stadium's parking lot, ecological restoration areas, and a wide variety of neighborhood parks, plazas and shorefront promenades. Office users will benefit from the conveniently located open space, and the development of office uses will help to finance the provision of such open space and its maintenance.
9. The office uses would be located in an ideal area to take advantage of a wide variety of transit, including a new Bus Rapid Transit (BRT) line, express downtown buses, and extended Muni lines. The Project Area has been designed in consultation with the City, including MUNI, to capitalize on opportunities to coordinate with and expand transit systems to serve the Project. The Project also includes Transportation Management Programs which will be in place throughout the development of the Project Area.

10. The Plan areas include sites for both a new fire station and a flexible approach to other community facilities including the potential use for a school, so that necessary services and assistance are available near the office uses and so that office uses will not otherwise burden existing services.
11. The Redevelopment Plan and their supporting documents include significant new infrastructure, including a linked program for creation of a comprehensive vehicular, bicycle and pedestrian circulation system. The public infrastructure will include public streets, underground pipes, traffic signals and open space, plus additional substantial infrastructure as described in the Candlestick Point – Hunters Point Shipyards Phase 2 Infrastructure Plan. An emphasis will be placed on sustainable development techniques as outlined in the Sustainability Plan. The office development would be adequately served by the infrastructure and the tax increment generated by office development in the Project Area will also provide a critical component of the financing of such infrastructure.
12. This new infrastructure included in the Plan will be financed through a self-taxing financing device to be imposed upon the Project Area (excluding affordable housing sites and open space).

BE IT FURTHER RESOLVED, That the Planning Commission has considered the factors set forth in Planning Code Section 321(b)(3)(A)-(G) and finds as follows:

- (A) The apportionment of potential office space over the course of many approval periods during the anticipated 20-30 year build-out of the Plan Areas will remain within the limits of Planning Code Section 321 and will maintain a balance between economic growth and housing, transportation and public services, pursuant to the terms of the Plans and their supporting documents which provide for the appropriate construction and provision of housing, roadways, transit and all other necessary public services in accordance with the Infrastructure Plan; and
- (B) As determined in this Resolution, above, and for the additional reasons set forth in Planning Commission Resolution No. 18101, the adoption of the Plan, which includes office uses and contemplates office development, and all of the other implementation actions, are consistent with the objectives and policies of the General Plan and Priority Policies of Planning Code Section 101.1 and will contribute positively to the achievement of City objectives and policies as set forth in the General Plan; and
- (C) The design guidelines for the Project Area are set forth in the respective Design for Development documents for Candlestick Point and Hunters Point Shipyards Phase 2. This Planning Commission has reviewed the design standards and guidelines and finds that such standards and guidelines will ensure quality design of any proposed office

development. In addition, the Planning Commission will review any specific office development subject to the terms of Planning Code §§320-325 to confirm that the design of that office development is consistent with the findings set forth herein; and

- (D) The potential office development contemplated in the Plans is suitable for the Project Area where it would be located. As discussed above, transportation, housing and other public services including open space will be provided in the Project Area. The office development would be located in an area which is not currently developed, nor is it heavily developed with other office uses; and
- (E) As noted above, the anticipated uses of the office development will enhance employment opportunities and will serve other Research and Development related uses including potentially those for green technology businesses which wish to locate in the Project Area, where the underdeveloped nature of the area provides a readily available supply of space for potential research and development, light industrial and office uses; and
- (F) While the overall Project is being developed by a master developer, the proposed office development is available to serve a variety of users, including a variety of businesses expected to locate in the area, and could accommodate a multiplicity of owners; and
- (G) The Plan does not provide for the use of transferrable development rights ("TDRs") and this Planning Commission does not believe that the use of TDRs is useful or appropriate in the Project Area, given the availability of space for development and the fact that only a relatively few number of buildings have been identified as a potential historic resource; and

BE IT FURTHER RESOLVED, That the Planning Commission will review and approve the design of specific office development which may be proposed in the Project Area and subject to the provisions of Planning Code §§320-325, using the design standards and guidelines set forth in the Design for Development, as reviewed by this Planning Commission, to confirm that the specific office development continues to be consistent with the findings set forth herein; and

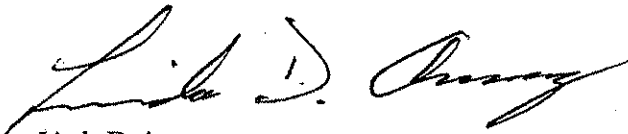
BE IT FURTHER RESOLVED, That upon such determination, the Planning Commission will issue an authorization for the proposed office development project;

BE IT FURTHER RESOLVED, That the Planning Commission does hereby recommend approval of the amendments to the Bayview Hunters Point Redevelopment Plan and the Hunters Point Redevelopment Plan to the Board of Supervisors.

Hearing Date: June 3, 2010
Resolution No. 18102

Case No 2007.0946 BEMTZRU
Candlestick Point – Hunters Point
Shipyards Phase 2 - Findings of
Consistency with the General Plan,
Recommending Approval of the
Redevelopment Plans, and Making
Office Allocation Findings Under
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Code

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on June 3, 2010.



Linda D. Avery
Commission Secretary

AYES: Commissioners Antonini, Borden, Lee, Miguel, Moore and Sugaya

NOES: Commissioner Olague

ABSENT: None

ADOPTED: June 3, 2010

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 10-0092

WHEREAS, Improving the quality of life of the residents of Bayview Hunters Point ("BVHP") is one of the City's highest priorities. Expediting the revitalization of BVHP will provide long overdue improvements to the BVHP community that will also benefit the City as a whole. Both the Hunters Point Shipyard and the Candlestick Activity Node, as defined in the Bayview Hunters Point Redevelopment Plan (the "Candlestick Site," and together with Phase 2 of the Hunters Point Shipyard, the "Project Site"), are part of BVHP and together they make up the largest area of under-used land in the City; and,

WHEREAS, For many years, the City and the Redevelopment Agency of the City and County of San Francisco (the "Agency") have been working together to bring about the revitalization of the Shipyard and the Candlestick Site, and in early 2007, the City's Board of Supervisors and the Agency Commission endorsed a Conceptual Framework for the integrated development of these two areas; and,

WHEREAS, On June 3, 2008, the City's voters passed Proposition G, which: (i) adopted overarching policies for the revitalization of the Project Site; (ii) authorized the conveyance of the real property owned by the City at Candlestick Point under the jurisdiction of the City's Recreation and Park Department and (iii) urged the City, the Agency and all other governmental agencies with jurisdiction to proceed expeditiously with revitalization of the Project Site; and,

WHEREAS, The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project (as defined below), and there have been more than 230 public meetings, workshops and presentations over the past three years on every aspect of the Project, including meetings before the San Francisco Public Utilities Commission (this "Commission"), the Agency Commission, the Planning Commission, the Board of Supervisors and other City commissions and advisory and community groups; and,

WHEREAS, The Planning Commission and the Agency Commission, respectively, reviewed and considered the Final Environmental Impact Report for the Project (the "EIR") in Planning Department File No. 20007.0946E, consisting of the Draft EIR and the Comments and Responses document, and the Planning Commission by Motion (1) found that the contents of the EIR and the procedures through which the EIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"), (2) found that the EIR reflects the independent judgment and analysis of the City and is adequate, accurate, and objective and that the Comments and Responses document contains no significant revisions to the Draft EIR, and (3) certified the completion of the EIR in compliance with CEQA, the CEQA Guidelines and Chapter 31, a copy of which Motion is on file with the Planning Department; and

WHEREAS, The EIR files available from the Planning Department have been made available to this Commission and the public, and this Commission has reviewed and considered the information in the EIR and the proposed CEQA Findings, including a statement of overriding considerations, and the proposed mitigation, monitoring and reporting program (MMRP), attached to this Resolution as Attachments A and B, respectively, in furtherance of the actions contemplated by this Resolution; and,

WHEREAS, The Planning Commission determined by Motion that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1, and made findings in connection therewith (the "General Plan Consistency Determination"), a copy of which is on file with the Planning Department and is incorporated into this Resolution by reference; and,

WHEREAS, Following certification of the EIR, the Agency entered into a Disposition and Development Agreement (the "DDA") with CP Development Co., a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site (the "Project"). At full build-out, the Project 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 uses; 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 up to 2,500,000 square feet of additional green office, science and technology, research and development, and industrial uses if the stadium is not built. The Project is consistent with the Conceptual Framework and Proposition G; and,

WHEREAS, The Board of Supervisors is considering a series of actions and approvals in furtherance of the Project, including the adoption of amendments to the Hunters Point Shipyard Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan (collectively, the "Redevelopment Plans") and various other actions to implement the Project; and

WHEREAS, Pursuant to Sections 33220, 33343, 33344 and 33370 of the Community Redevelopment Law of California (California Health and Safety Code § 33000 et seq.), and in order to promote development in accordance with objectives and purposes of the Redevelopment Plans (as amended) and documents relating to the Redevelopment Plans, the City intends to undertake and complete proceedings and actions necessary to be carried out by the City under the provisions of the Redevelopment Plans and provide for the expenditure of monies in carrying out the Project and, specifically, the City wishes to enter into an Interagency Cooperation Agreement with the Agency, in the form on file with this Commission (the "Interagency Cooperation Agreement"), to provide for cooperation between the City and the Agency in administering the process for control and approval of subdivisions, the acceptance of infrastructure and other improvements constructed by the Developer, and all other applicable land use, development, construction, improvement, infrastructure, occupancy, service and use requirements and commitments and in establishing the policies and procedures relating to such approvals. The Developer and its successors under the DDA are third party beneficiaries of the Interagency Cooperation Agreement; now, therefore, be it

RESOLVED, That in order to effectuate the redevelopment of the Project Site, and consistent with the requirements of Proposition G, this Commission hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached to this Resolution as Attachment A and adopts the Mitigation Monitoring and Reporting Program, attached to this Resolution as Attachment B, both of which are incorporated into this Resolution by this reference, and approves the Interagency Cooperation Agreement substantially in the form on file with this Commission subject to the approval of the City's Board of Supervisors, and recommends approval of the Interagency Cooperation Agreement to the Board of Supervisors; and, be it

RESOLVED, Subject to the approval of the Interagency Cooperation Agreement by the City's Board of Supervisors, this Commission authorizes the SFPUC General Manager to execute the SFPUC Consent to the Interagency Cooperation Agreement on behalf of this Commission, in substantially the form presented to this Commission; and, be it

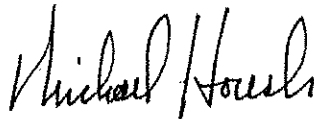
FURTHER RESOLVED, That by approving the SFPUC Consent to the Interagency Cooperation Agreement, this Commission agrees to the items set forth in the SFPUC Consent, including (i) to accept the SFPUC-Related Infrastructure, as defined in the Interagency Cooperation Agreement, subject to Developer satisfying this Commission's 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 then, subject to appropriation, operating and maintaining SFPUC-Related Infrastructure, and (ii) subject to Developer providing an on-site recycled water distribution system to be charged with low-pressure water unless and until this Commission provides recycled water to the Project Site (the process, location and timing of the development of such recycled water treatment facilities being subject to this Commission's sole discretion), the approach to the Commission's review and acceptance of the recycled water distribution system as described in the ICA and the Infrastructure Plan; and, be it

FURTHER RESOLVED, That this Commission authorizes the Mayor, the City Administrator and the Director of Public Works (or any successor City officer designated by law) to enter into and approve any additions, amendments or other modifications to the Interagency Cooperation Agreement (including, without limitation, any exhibits) that they determine, in consultation with the City Attorney and any affected City agencies, are in the best interests of the City, provided that any such additions, amendments or modifications do not materially increase the costs or liabilities of the City and are necessary or advisable to effectuate the implementation of the Redevelopment Plans, the Plan Documents (as defined in the Redevelopment Plans) and this Resolution and legislation by the Board of Supervisors, subject to the terms of Section 11.2 of the Interagency Cooperation Agreement with respect to any amendment that affects the SFPUC Infrastructure or the SFPUC-Related Mitigation Measures; and, be it

FURTHER RESOLVED, That this Commission authorizes the SFPUC General Manager, in conjunction with the Mayor, the City Administrator, the Director of Public Works and other officers, agents and employees of the City but subject to appropriation, to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents) as they or any of them deem necessary or appropriate, in consultation with the City Attorney, in order to consummate and perform its obligations under the Interagency Cooperation Agreement in accordance with this Resolution and legislation by the Board of Supervisors, or otherwise to effectuate the purpose and intent of this Resolution and such legislation; and, be it

FURTHER RESOLVED, That the approval under this Resolution shall take effect upon the effective date of the Board of Supervisors' legislation approving the Interagency Cooperation Agreement.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *June 8, 2010*



Secretary, Public Utilities Commission

**PORT COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

RESOLUTION NO. 10-40

- WHEREAS, Charter Section B3.581 empowers the Port Commission with the authority and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port jurisdiction; and
- WHEREAS, Improving the quality of life of the residents of Bayview Hunters Point ("BVHP") is one of the City and County of San Francisco's ("City") highest priorities. Expediting the revitalization of BVHP will provide long overdue improvements to the BVHP community that will also benefit the City as a whole. Both the Hunters Point Shipyard and Candlestick Point, as defined in the Bayview Hunters Point Redevelopment Plan (the "Candlestick Site," together with Phase 2 of the Hunters Point Shipyard, the "Project Site"), are part of BVHP and together they make up the largest area of under-used land in the City; and
- WHEREAS, For many years, the City and the Redevelopment Agency of the City and County of San Francisco (the "Agency") have been working together to bring about the revitalization of the Shipyard and the Candlestick Site, and in early 2007, the City's Board of Supervisors and the Agency Commission endorsed a Conceptual Framework for the integrated development of these two areas; and
- WHEREAS, Over the past several years, the City's Planning Department and the Agency have held more than 230 public meetings, workshops and presentations over the past three years on every aspect of the Project, including meetings before the Agency Commission, the Planning Commission, the Board of Supervisors and other City commissions and advisory and community groups; and
- WHEREAS, In 2009, the State legislature approved and Governor Arnold Schwarzenegger signed and filed with the Secretary of State Senate Bill Number 792 ("SB 792"), providing for the reconfiguration of the Candlestick Park State Recreation Area ("CP State Park Recreation Area") and improvement of the State's park lands, in connection with the development of the Project Site. SB 792 permits the exchange of certain public trust lands and the reconfiguration and improvement of CP State Recreation Area, in furtherance of state public trust, park and redevelopment purposes; and

WHEREAS, The City's Planning Department and the Agency have undertaken a planning and environmental review process for the Project and provided for appropriate public hearings. On June 3, 2010, the Planning Commission and the Agency certified the completion of a Final Environmental Impact Report for the Project 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.); and

WHEREAS, The Planning Commission and the Agency Commission, respectively, reviewed and considered the Final Environmental Impact Report for the Project (the "EIR") in Planning Department File No. 20007.0946E, consisting of the Draft EIR and the Comments and Responses document, and the Planning Commission found that the contents of said report and the procedures through which the EIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code ("Chapter 31") and found further that the EIR reflects the independent judgment and analysis of the City and is adequate, accurate, and objective and that the Comments and Responses document contains no significant revisions to the Draft EIR and certified the completion of the EIR in compliance with CEQA, the CEQA Guidelines and Chapter 31, a copy of which is on file with the Planning Department; and

WHEREAS, The EIR files available from the Planning Department have been made available to the Port Commission and the public and this Port Commission has reviewed and considered the information in the EIR and the proposed CEQA Findings, including a statement of overriding considerations, and the proposed mitigation, monitoring and reporting program, referenced in this Resolution as Attachments A and B, on file with the Port Commission Secretary, respectively, in furtherance of the actions contemplated by this Resolution; and,

WHEREAS, The Planning Commission has determined that the Project, and the various actions being taken by the City and the Agency to approve and implement the Project, are consistent with the General Plan and with the Eight Priority Policies of City Planning Code Section 101.1 and made findings in connection with its determination; and

WHEREAS, Following certification of the EIR, the Agency Commission approved a Disposition and Development Agreement (the "DDA") with CP Development Co., a Delaware limited partnership ("Developer"), for the redevelopment of the Project Site (the "Project") and took other actions in furtherance of the Project. The Project, as further described in the DDA, includes up to 10,500 residential units, of which 32% will be offered at below market affordable rates, approximately 326 to 336 acres of new and improved public parks and open spaces, up to 885,000 square feet of regional and neighborhood-serving retail space, up to 255,000 square feet of new and renovated replacement space for the Shipyard artists, up to 2.5 million square feet of commercial light industrial, research and development and office space, and land and supporting infrastructure for a new football stadium for the San Francisco 49ers. If the 49ers do not choose to build a new stadium in the Project Site, the Project includes a non-stadium alternative, which expands both commercial and residential uses on some of the areas of the Shipyard currently reserved for stadium uses and reduces certain densities on Candlestick Point. The Project is consistent with the Conceptual Framework and Proposition G (June 2008); and

WHEREAS, In 1968, the Legislature enacted the Burton Act, which granted to the City the State's remaining interest in tidelands within the City, including the State's sovereign interests in the Candlestick Point area, which lands are held by the Port of San Francisco and subject to the public trust and to the terms and conditions of the Burton Act; and

WHEREAS, The lands within the Project Site held by the Port under the Burton Act consist primarily of approximately 10.8 acres of streets, former railroad right-of-way and submerged lands (the "Port Parcels"); and

WHEREAS, To implement the Project, the Agency, the City (including the Port), and Developer have negotiated, among other agreements, a title settlement, public trust exchange and boundary line agreement, a copy of which is on file with the Port Commission Secretary ("Public Trust Exchange Agreement") by and between the Agency, the California State Lands Commission ("State Lands"), the City acting by and through the Board of Supervisors and through the San Francisco Port Commission, and the California Department of Parks and Recreation ("State Parks"); and

WHEREAS, The purpose of this Public Trust Exchange Agreement is to settle certain boundary and title disputes related to the common law public trust for commerce, navigation, and fisheries ("Public Trust"), and to establish and reconfigure the location of lands subject to the Public Trust and lands free of the Public Trust, through the conveyances, boundary line agreements, and disclaimers provided for in the Public Trust Exchange Agreement, in furtherance of the Project and the purposes of the Public Trust; and

WHEREAS, The Public Trust Exchange Agreement provides a mechanism for implementing the Public Trust exchange permitted under SB 792, and contemplates that the public trust exchange as described in the Public Trust Exchange Agreement ("Public Trust Exchange") will occur in phases upon the satisfaction of certain conditions and subject to the approval of the State Lands Commission. The lands to be included in the Public Trust Exchange lie within the Project Site, and the parties to the Public Trust Exchange Agreement will effectuate the Public Trust Exchange through a series of conveyances of the lands within those areas, as provided in the Public Trust Exchange Agreement; and

WHEREAS, Following the Public Trust Exchange, the entire waterfront within the Project Site, as well as certain interior lands that have high Public Trust values, will be subject to the Public Trust. The Agency (or, for certain streets, the City) will hold all of the Public Trust lands outside of the CP State Recreation Area as trustee, in accordance with the statutory grant in SB 792. The lands that will be removed from the Public Trust under the Public Trust Exchange Agreement have been cut off from navigable waters, are no longer needed or required for the promotion of the Public Trust, and constitute a relatively small portion of the granted public trust lands within the City. The lands removed from the Public Trust, outside of the CP State Recreation Area, will be conveyed to the Agency; and

WHEREAS, Consistent with the requirements of SB 792, the Public Trust Exchange Agreement contains provisions to ensure that public access is provided to Public Trust lands and that views of the Bay from certain Public Trust lands are protected; and

WHEREAS, The Board of Supervisors is considering a series of actions and approvals in furtherance of and to implement the Project, including the adoption of amendments to the Hunters Point Shipyard Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan (collectively, the "Redevelopment Plans"); and

WHEREAS, The City intends to undertake and complete proceedings and actions necessary to be carried out by the City under the Redevelopment Plans and, specifically, the City wishes to enter into an Interagency Cooperation Agreement with the Agency, in the form on file with the Port Commission Secretary (the "ICA"), to provide for cooperation between the City and the Agency in administering the process for control and approval of land use approvals for the Project. By consenting to the ICA, the Port would delegate authority to the Agency, Department of Public Works ("DPW") and the Department of Building Inspection ("DBI") to conduct design review and grant applicable construction permits for construction related to the Port Parcels subject to SB 792. These approvals are conditioned in each case on appropriate consultation with the Port's Chief Harbor Engineer; and

WHEREAS, This Port Commission has reviewed and considered the information contained in the EIR. For purposes of compliance with CEQA, the Public Trust Exchange Agreement and the Interagency Cooperation Agreement are part of the implementation of the Project examined by the EIR, and this Port Commission makes the findings referenced herein as Attachment A (the "CEQA Findings"), including a statement of overriding considerations and a mitigation monitoring and reporting program for the Project attached as Attachment B, which CEQA Findings are incorporated by this reference, and are on file with the Port Commission Secretary; now, therefore, be it

RESOLVED, That the San Francisco Port Commission has reviewed and considered the EIR and the actions associated with the Candlestick Point – Hunters Point Shipyard Phase 2 Project and hereby adopts the CEQA Project Findings referenced herein as Attachment A including a statement of overriding considerations, and including Attachment B, the Mitigation Monitoring and Reporting Program, both attachments of which are incorporated into this Resolution by this reference, and on file with the Port Commission Secretary, and be it further

RESOLVED, That in furtherance of the City policies adopted under Proposition G (June 2008) and the proposed adoption and implementation of the Redevelopment Plans, the Port Commission urges the Board of Supervisors to approve the Public Trust Exchange Agreement and ICA, and authorizes the Executive Director of the Port to execute on behalf of the Port the Public Trust Exchange Agreement and the Port's Consent to the ICA on terms consistent with the staff report accompanying this Resolution, including any additions or

modifications thereto (including the attachment of exhibits) that Mayor Gavin Newsom, the Director of Public Works, the City Administrator, and the Executive Director of the Port, in consultation with the City Attorney, determine are in the best interests of the City and are necessary or advisable to complete the transactions contemplated in the Public Trust Exchange Agreement and ICA, and do not materially increase the obligations or liabilities of the City, will not have any material adverse fiscal impact on the City or materially diminish the rights of or benefits to the City, and are necessary or advisable to complete the transactions contemplated by the Public Trust Exchange Agreement and ICA and effectuate the purposes and intent of this Resolution, such determination to be conclusively evidenced by execution and delivery by Mayor Gavin Newsom, the Director of Public Works and the Executive Director of the Port of the Public Trust Exchange Agreement and ICA and any amendments thereto; and be it further

RESOLVED,

That upon Board of Supervisors approval, the Port Commission hereby authorizes and urges Mayor Gavin Newsom, the Director of Public Works and the Executive Director of the Port, and to the extent necessary, the Clerk of the Board of Supervisors, the Secretary of the Port Commission or and other City officer, to take any and all actions, including executing on behalf of the City any memoranda approving the form of exhibits to the Public Trust Exchange Agreement and ICA, including exhibits thereto, any amendments to the Exchange Agreement and ICA, or any escrow instructions, closing or similar documents and any contracts, agreements, memoranda or similar documents with State, regional and local entities, that are necessary or proper to consummate the Public Trust Exchange Agreement and ICA in accordance with this Resolution, or to otherwise effectuate the purposes and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by such person or persons of any such documents; and be it further

RESOLVED,

That the Port Commission's approval of the Public Trust Exchange Agreement and the ICA under this Resolution shall take effect upon the effective date of the Board of Supervisors' legislation approving the Public Trust Exchange Agreement and ICA.

I hereby certify that the foregoing resolution was adopted by the Port Commission at its meeting of June 8, 2010.



Secretary



BAYVIEW HUNTERS POINT
PROJECT AREA COMMITTEE (PAC)

Minutes Full PAC Meeting
Thursday, May 27, 2010
6:00 – 8:00 PM
Southeast Community Facility
Alex Pitcher Community Room
1800 Oakdale Avenue
www.bvhp-pac.org

BROADCAST LIVE ON KPOO 89.5FM

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2010 JUL 10 AM 12:05

Requests for public comment may also be heard by completing a "Speakers Card" and submitting it to the PAC Coordinator. Requests are given 'first come first Serve' priority and remarks are limited to two (2) minutes, unless an extension of Time is granted.

1. Recognition of a Quorum
A quorum was established
2. Roll Call: PAC members
Ollie Burgess, Michael Hamman, Cedric Jackson, Dorris Vincent, Angelo King, Gary Banks, Kristine Enea, Ted Hunt, Leon Muhammad, Jason Trimiew, Dennis Lumsey, Dr. McGee, Linda Richardson, Ussama Freij, Valentino Miles, Cathy Davis
3. Approving the minutes of the Thursday, April 22, 2010 meeting
Action Taken:
4. Approval of the Agenda
5. Report on actions taken at previous Closed Session meetings, if any
CONSENT AGENDA

All matters listed hereunder constitute a Consent Agenda, are considered routine by the Project Area item Committee and will be acted upon by a single vote of the Committee. There will be no separate discussion of these items unless a member of the Committee or a member of the public so requests before or at the meeting when the Consent Agenda is called in which event the matter shall be removed from the Consent Agenda and considered as a separate.

REGULAR AGENDA

6. Report of the Chair

7. Redevelopment Agency Report

Ms. Dandridge gave a brief presentation the Agency will have a public hearing on June 3rd to consider the proposed Redevelopment Plan Amendments for the Bayview Hunters Point and Hunters Point Shipyard Redevelopment Area. The Transportation Authority Board and committees will be hold meetings about the findings and recommendations of the Bayview Hunters Point Neighborhood Transportation Plan. 4800 Third Street has launched a new website to promote unit sales. YCD hosts orientations about employment opportunities at Lowe's Please call YCD for more information.

8. Committee Reports/Action Items

A. ACTION ITEM: Endorsement of a request for \$250,000 to support the build out of the ground floor commercial space at 4800 Third Street. (Forwarded from EDEH committee)

MOTION PASSED.

B. ACTION ITEM: Endorsing the Disposition and Development Agreement for the Hunters Point Shipyard Phase 2 – Candlestick Point Integrated Development Project

MOTION PASSED.

Mr. Cohen gave a presentation about the DDA agreement. This is a detailed blueprint and taking a step by Prop G and we took the next couple of years to bring back the plan. This is the culmination and this is the public process. The process is inclusive and we have met regularly and met with key organization and through the election we have had hearings and the committees. The DDA is not the bible but it is a foundation and a process. We want to improve the sustainability and many of the benefits are front loaded. We must rebuild Alice Griffith. I had a conversation with Mr. Hunt to include a local hiring program for sub contractors when they are dealing with general contractors. There are people on the city side that are the engineers and based on a conversation with Dr. McGee there is a lot of money for educational programs and is interested in the health and wellness that will be included in the schools.

Mr. Evans said that the main focus is zone 1. That is the Candlestick Point activity node and the entitlement process will be carried forth and the vertical and horizontal will be processed through the agency. The land use rules will be written in the redevelopment plan. There will be 3 districts.

Ms. Jackson said that you all have not had discussions and I am surprised that I don't see when you vote on this you are out of pocket.

Mr. Walker said there should be transparency and this is exclusion and non transparency. The technical aspects are not allowing them to have an analysis without the promises of jobs and the fact is we need to develop and alleviate blight the youth are still killing one another. Blight is not just physical but change that can only take place unless you are following the CRL not everything is based on a promise.

Dr. Burke said that I am supporting this project we need more resources and even if the language is not perfect if we let the resources go that would be a mistake.

Mr. Paulson said that we are hoping that you approve the DDA so there can be jobs and housing. We are proud of that and organized labor we want to get this right. We are dedicated to make this work.

Mr. Patton said that all these agencies this is for the community.

Ms. Jones said that I support the project.

Ms. Berry said please push this forward.

Ms. Carpenter said I support this project and has been talked about for years and we need change.

Ms. Ford said we are committed from the labor council so the contract will be enforced and it will take a long time.

Mr. Marcus said that I am in support of this project. We need to focus on the future and we need to bring resources and take it while its here.

Ms. Quesada said as a member of ACCE we are supporting this because it will create jobs and we need a health clinic.

Mr. Mike Brown said that I am here to support the development so far related to jobs

and housing. There are needs that need to be addressed and our youth we need models for transitional housing. We need investment in social enterprise.

Mr. Norman said that I hope that you pass this and our biggest fight is with downtown.

Ms. Fox said that in general it's a good idea to do redevelopment. It's a huge burden but we will follow on India basin before you vote yes please add language where the only private waterfront property area c will have a huge amount of tax increment and the utility infrastructure and the constructional and the hug

Mr. Joo from the Vietnamese association we want my kids and grand kids to have harmony and I support this project.

Ms. Joo said I have lived in the city for 27 years and I support the problem this project will provide jobs and housing that's why I support it.

Ms. Joshua said that Ms. Subra did come and speak. The whole area is poisoned and it is unfortunate that HUD will use it for so called new housing.

Ms. Hughes said there was a need in our community and I have been sober since 2005. I thank my god I do not support this project there is nothing helping with my back rent and no provisions and my families will not be helped and this is not ok. We are really concerned about the people. We need some rental assistance program before we move anything forward.

Mr. Ramirez from SFOP said there is a need and we must start somewhere and we can't wait for the ideal time. There is a lack of jobs and affordable housing and we need to move forward and it won't happen over night. We need to be vocal and there won't be any money and someone else needs to step to the plate.

Ms. Howard said that it is not the responsibility of just one developer.

Mr. Reyes said that you should go forward with the project and move forward with. This will keep families working full time.

Mr. Green said that I have been a resident please don't forget everybody out here

struggling.

Mr. Walker said we are concerned about this project. We are asking for the approval of the DDA and there are approximately 33,000 people here. 40% are African American and 33% are Asian and 40% other make under \$15,000 per year. I am sick and tired of hearing about this being a crime riddled neighborhood. We know it is a toxic dumb and parcel A has been cleaned up and I urge you to do the written up.

Mr. Rodriguez said that without any action there is no project. I don't think the fight is here the fight is downtown and the board of supervisors doesn't live here and you must convey that to them if you want this project to move forward.

Mr. James said that my father worked in the shipyard when they closed in 1974 for the community. We are still asking for the same things and you all looked out for the artists and we have nothing. We are suppose to get 10 acres and we have other programs where people except could use the African marketplace. We have no foster care housing. We need to make sure that this is a reality. I support this project but I do not support the bridge and the traffic that will come out of Innes street. I have seen a lot of projects being built. We had a MOU that 50% were local hires and we need 50% Bayview residents of this community and 35% of the contractors.

Ms. Cathy Davis said that Dr. Davis would have been proud and we need to move on. We have something to work on and the housing needs to be included to age in place and the elders who have given a lot to the community already.

Mr. Miles said that it is a lot to take in and we need to take in consideration the housing and back rent and bad credit. We need to think about what we are going to do.

Ms. Enea said that we don't want any delays that will delay the project for a year or two and that needs to be recognized. We need to create jobs this summer right now. The sale of 23 acres for the state park. In terms of process we still have concerns for the containation and we need true community engagement. We need the same caliber of staff and representation to help the community. I read in the DDA and the other redevelopment plan to explain the firewall around candlestick node. Why do we not have a firewall around the potential new site? Is there a way to put in Hudson Ave improvements that are tied to the project?

Mr. Cohen said that the project will not be delayed. We have to move through phase the work begins it is. The increment firewall is the basic premise outside of this site if there is no stadium and affordable housing. Hudson Ave doesn't answer the question and will be in the affordable housing plan.

Mr. Friej said that jobs are my concern and the residents and that small businesses are taken care and delivered and that jobs are created.

Brother Leon said that we have to stop being reactive and we need true transparency. It is not just one developer and this could be considered a ponzi scheme. You can Google Lennar and these mistakes are no longer acceptable or an end to justify a means. Ms. Subra will be on CNN in a couple days and we have been exposed. Dr. Malette exposed the gaps and flaws and there unexposed amounts of metal and Lennar and the city suppressed it. Asbestos were exposed to heavy metals and we will trust that they will do it right thing There have been private PAC meetings and that is unacceptable to discuss this is unacceptable. We must approach this strategically and make a decision. We must be assured that we have vetted fully and made a solid decision. This shouldn't be and we need an independent document and this must be sound and it must be correct. We need a lawyer and we have until June 3rd it is wise to move forward so that we know we have made a summary or an outline. We did not invite others and there is a list of participants that we can bring in people to vet this document so we can be assured. I will give a report.

Mr. Jackson said that on Evans there was nothing there. There were no real opportunities. We are 40% of this community and there are serious issues to be addressed. I must vote for survival to delay this process we lose critical population what community are we trying to save here. Who are we saving it for if the community will be killed? We should delay it especially if we need another 10 years. The reality is that we will not a have a community. My responsibility is to sustain the community and move forward with the process. We can't be the ones that get in the way of this project. We can save our community.

Mr. King said we represent the community I see nothing wrong with getting clarity and I have concerns. I need to make sure that I am informed. We represent a population where people need summer jobs. The entitlements will have to start to pay into accounts and contact YCD and Hunters Point Family. We need additional money

to that. The change agents they see what's on the horizon and we need to make sure that our people eat.

Ms. Richardson said the shipyard was closed in 1974 since then we can count the projects. The shipyard is not the most containment. It has been cleaned to residential standards. For 5 years we tried to bring in Home Depot after 5 years they killed the project. We are begging for senior housing, Prop M was on the ballot and that was before Lennar. Our transportation system is inadequate. We must have a project on line. I urge my fellow PAC members to vote you're conscious and it is not a crime to talk to Michael Cohen. You need to be informed.

Dt. McGee said that in some extent the community has spoken to modify the document where it can include health services. We can put that under community facility. The PAC must have a voice and pediatric wellness and the residents to be cut off at the knee would be a terrible injustice. I have a hard time trusting the system. I hope people have heard them and tried to give them some hope and jobs.

Mr. Cohen said that in section 3.1 the community benefits we have already agreed to change the educational fund to health wellness and in 2.1 the language changes must be made with the PAC and CAC.

Mr. Evans said that redevelopment plan there is an exhibit for tax increment funds to be clear and the redevelopment funds bricks and mortar and the expansion of the facility.

Ms. Burgess said that I am supporter of the health facility and the aging campus and those items are in the health node. They have been on our agenda for years and I am happy that we have come to some kind of agreement. We have a lot of work to do.

Ms. Dorris Vincent said that your concerns will be addressed and it is our job to make sure that this is happening and this hasn't been fast tracked we know we have been talking about this for years.

Mr. Banks said that when I got on the PAC to represent the CBOs and workforce development our job is to present the facts on a professional level. We struggle to disagree and the scientific facts and we check and balance and the facts are the facts but at the end of the day it is your call to determine and I am here to hear the voice of

the community. We don't want to the community to suffer.

Mr. Trimiew said that I would encourage that you come to the subcommittee meetings. You should identify the areas that you are interested in. Our actions must move out from these documents as this project goes forward that we have recourse and to be able to make this decisions and we are using this tool.

Mr. Lumsey said that everyday I am in the community and I don't like what I see economically. We need mental care. We need somebody that is monitoring what is going and we have work and there are not a lot of blacks on these jobs and there is a lot more diversity and I am for this project. I want to give back to my community as a welder. I am hoping and praying that we are our brother's keeper. I have been exposed to the shipyard and there are some things that the navy has done and people don't know what is going on there were people exposed and I have been exposed myself. I don't know the consequences.

Brother Leon said that anyone who would gain something from this should reclude themselves.

Mr. Penick said that anyone who has someone to gain they can reclude themselves you can vote and reap the benefits twice.

C. ACTION ITEM: Approving and recommending approval of the amendment to the Bayview Hunters Point Redevelopment Plan to the Agency Commission and Board of Supervisors

9. Presentations

10. Public Comments on non-agenda items, limited to two (2) minutes.

11. Future Agendas

a.) Agenda

b.) Executive Committee meeting on Thursday, May 20, 2010

12. Adjournment

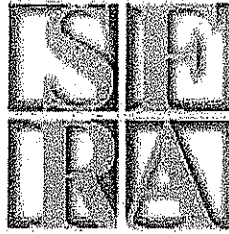
The meeting was adjourned.

*Individual Letter
Sent to each Supervisor*

San Francisco
Redevelopment Agency

One South Van Ness Avenue
San Francisco, CA 94103

415.749.2400



GAVIN NEWSOM, Mayor

Rick Swig, President
Darshan Singh, Vice President
London Breed
Miguel M. Bustos
Francee Covington
Leroy King

Fred Blackwell, Executive Director

June 10, 2010
110-24.10-146

Supervisor Sophie Maxwell
San Francisco Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Honorable Sophie Maxwell,

The Redevelopment Agency is providing you with the supporting documents for the California Redevelopment Law (CRL) required action relevant to the Candlestick Point – Hunters Point Shipyard Phase 2 Development Plan proposal. These include copies of the proposed plan amendments for the Bayview Hunters Point Redevelopment Plan (File Number 100658) and the Hunters Point Shipyard Redevelopment Plan (File Number 100659) approved and recommended to the Board by the Redevelopment Commission at its June 3rd meeting, along with copies of the Reports on the Plan Amendments (CRL §33352 reports to the legislative body). This correspondence also includes information to supplement the Reports on the Plan Amendments including the approved resolutions from the Redevelopment Commission and the appropriate findings to support the investment of tax increment toward public improvements consistent with CRL Section 33445.

Enclosed with this transmittal are the following documents for your consideration:

- Supplement to Reports on the Plan Amendment,
- Proposed Bayview Hunters Point Redevelopment Plan Amendment, dated May 27, 2010;
- Report on the Plan Amendment Bayview Hunters Point Redevelopment Plan, May 2010;
- Proposed Hunters Point Shipyard Redevelopment Plan Amendment, dated May 27, 2010; and
- Report on the Plan Amendment, Hunters Point Shipyard Redevelopment Plan, May 2010.

Thank you for your attention to these pieces of legislation. Please contact me if you should have any questions about these documents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Blackwell', written over a horizontal line.

Fred Blackwell
Executive Director

cc: Tiffany Bohee, Office of Economic and Workforce Development

**Supplement to the Reports on the Plan Amendments for the
Bayview Hunters Point Redevelopment Plan and
Hunters Point Redevelopment Plan**

This document summarizes the actions in the plan amendment process that have occurred after the May 2010 publication of the Reports on the Plan Amendments.

Report and Recommendations of the Planning Commission

On June 3, 2010, the Planning Commission conducted the joint public hearing and meeting with the Agency Commission on the Final Environmental Impact Report (Final EIR), the General Plan amendments, and the Redevelopment Plan Amendments. After the close of the hearing, the Planning Commission certified the Final EIR and adopted the General Plan amendments. Following these actions, the Planning Commission reviewed the Plan Amendments and found them to be consistent with the General Plan, as amended. The Planning Commission then recommended for approval of the Plan Amendments.

The report and recommendations of the Planning Commission on the Plan Amendments are incorporated into this Report on the Plan Amendment by this reference. The Planning Commission has provided its report and recommendations to the Board of Supervisors.

Consultations with the Community

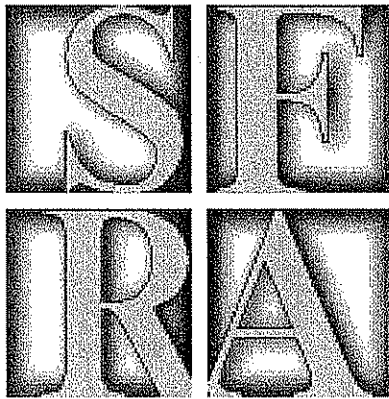
On May 24, 2010, the Citizens Committee (CAC) met to review the Plan Amendment for the Hunter Point Shipyard Redevelopment Plan. The CAC recommended approval of the Plan Amendment.

On May 27, 2010, the Project Area Committee (PAC) met to review the Plan Amendment for the Bayview Hunters Point Redevelopment Plan. The PAC recommended approval of the Plan Amendment.

Five Year Implementation Plan Update

At its June 3, 2010 meeting, the Redevelopment Commission updated the Five Year Implementation Plan to clarify the non-housing projects and activities, including authorized public improvements.

**REDEVELOPMENT PLAN
FOR THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT
DRAFT PLAN AMENDMENT
May 27, 2010**



**SAN FRANCISCO
REDEVELOPMENT AGENCY**

Adopted _____, 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) (as amended from time to time, this "ICA") dated for reference purposes as of June 3, 2010 (the "Reference Date") 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, by and 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 and Safety Code sections 33000 et seq.) (the "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 by the Shipyard Plan Amendment 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 consisting of approximately 1,120 acres along the southeastern waterfront of San Francisco, as described in the Shipyard Redevelopment Plan (the "Shipyard Redevelopment Plan Area"). The Shipyard Redevelopment Plan Area includes Parcels A through G.

B. The City also approved, in accordance with the 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 Hunters Point Redevelopment Plan: (i) was renamed the Bayview Hunters Point Redevelopment Plan; (ii) the redevelopment project area was enlarged to add Project Area B (as defined in the BVHP Redevelopment Plan); and (iii) 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 (the "BVHP Plan Amendment") by Ordinance No. _____, adopted _____, 2010, 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 Bayview Hunters Point Redevelopment Plan, as amended by the BVHP Plan Amendment and as amended from time to time to the extent permitted under the DDA, the “**BVHP Redevelopment Plan**”). The BVHP Redevelopment Plan provides for the redevelopment, rehabilitation, and revitalization of approximately 1,360 acres 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. 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 uses; 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 up to 2,500,000 square feet of 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 BVHP and protect BVHP’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, all 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 are 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 respective Design for Development for the Candlestick Site and the Shipyard Site attached to the DDA (as amended from time to time to the extent permitted under the DDA, individually or collectively as the context requires, 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 Infrastructure and other 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 expedited review by the Agency 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. As set forth in the Candlestick Point/Hunters Point Shipyard Subdivision Code, the Department of Public Works ("**DPW**") has authority to process subdivision development including but not limited to subdivision mapping, street vacations, public improvement agreements, Infrastructure construction permits, determination that the construction of the Infrastructure is completed and ready for its intended use, and presentation to the Board of Supervisors for acceptance of the Infrastructure. In order to provide for expeditious processing of approvals for Project Applications, DPW will utilize the Task Force, as and to the extent described in Section 3.4 below. DPW also has the ability to provide additional project

management, scheduling, engineering, construction management and reimbursement audit services as requested by Agency or Developer.

H. To implement the Project, the City and the Agency are also entering into a Tax Increment Allocation Pledge Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) for the irrevocable pledge of net available tax increment to finance public improvements, affordable housing and other costs permitted by the CCRL (the "**Tax Allocation Agreement**"). As set forth in the Financing Plan attached to the DDA, tax increment from the Project Site and the proceeds of bonds secured by a pledge of tax increment will be used to make payments on indebtedness of the Agency incurred to pay or otherwise directly reimburse the costs of public infrastructure, other public improvements and other costs permitted by the CCRL. The Agency and the City have agreed that the Tax Allocation Agreement is a joint community facilities agreement under the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code § 53311 et seq., as amended (the "**CFD Act**")) for all of the Infrastructure and other Improvements to be financed by CFDs and owned or operated by the City.

I. The redevelopment of the Project Site shall be completed in accordance with the Redevelopment Plans, the Plan Documents, and the applicable 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 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.

J. 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 the 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.

AGREEMENT

ACCORDINGLY, in consideration of the matters described in the foregoing recitals, the covenants contained in this ICA and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and the Agency agree as follows:

1. PURPOSE OF THIS ICA.

1.1 City and Agency. The purpose of this ICA is to facilitate the implementation of the Redevelopment Plans and Proposition G, and development of the Project in accordance with

the Redevelopment Documents. The City and the Agency agree that: (a) the 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 (and 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 in accordance with this ICA and the Redevelopment Documents. Developer's burdens and benefits under this ICA and the Developer's Consent, and all limitations on those burdens and benefits, will accrue to Developer (and Transferees) and to Vertical Developers, as applicable. The DDA contemplates partial Transfers and partial terminations of the DDA, and Developer, Transferees 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, the Transferee or 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, the City Administrator, 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 be bound by this ICA only if it approves this ICA and executes 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 Administrative 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) Expeditors.

(i) 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 and DPW obligations under any Acquisition and Reimbursement Agreement (the "Task Force"), provided that (A) any 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 interests of the Agency or City and Vertical Developer with respect to matters involving Vertical Developer and (B) at least sixty (60) days before retaining or renewing the contract of any such third-party professional, DPW, Agency, and Developer staff shall meet and confer about the identity, cost, duration 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. Either Developer or the Agency may object to the renewal of any third-party professional's contract by delivering a written statement of the basis for its objections to the other Party no less than forty five (45) days before the contract expires. Upon receipt of an objection, the Parties shall meet and confer to resolve the issues raised in the objection, including whether a revised scope of work in a renewal contract would address the issues adequately and, if not, the procedures and for securing a contract with a satisfactory replacement third-party professional. In the event that services of the third-party professionals are terminated or the Task Force is disbanded, the Parties shall revise the timelines for Agency and City review of Project Applications under this ICA, the DRDAP, and the Planning Cooperation Agreement in light of available staffing.

(ii) Assessor's Office. Upon the request of Developer, the Agency and Developer shall meet and confer with the County Assessor regarding the use and retention of dedicated County Assessor staff (on a full or part-time basis) to facilitate the prompt annual assessment of real property in the Project Site. Upon the mutual agreement of Developer, the County Assessor and the Agency regarding the cost, duration and scope of such work to be paid by Developer, the County Assessor shall implement such agreement and make such staff available for property reassessments within the Project Site.

(iii) Task Force and Assessor Costs. The Parties agree that all of the City's costs of the Task Force, and the agreed costs of the County Assessor as set forth in clause (ii) above, will be Agency Costs, all subject to the limitations set forth in the DDA and this ICA.

(b) Role of DPW. 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; and (ii) DPW staff and the Task Force will: (x) work with Developer to ensure that Project Applications are technically sufficient and constitute Complete Project Applications, as required under the DRDAP, the Applicable City Regulations, and applicable State and federal law; (y) interface with City and Agency staff responsible for reviewing Project Applications to ensure that City and Agency review of the Project Applications is concurrent and that the approval process is efficient and orderly and avoids redundancies; and (z) take such actions as are required in accordance with any Acquisition and Reimbursement Agreement.

(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 act as expeditiously as is reasonably feasible to review and process Complete Project Applications, 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 Agency Applications. As set forth in the DRDAP, the Agency will review and consider Agency Applications to determine whether such Agency Applications are Complete Applications and for 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, and will not deny an Approval of any Agency Application based on items that are consistent with the Redevelopment Documents, Applicable City Regulations, a prior Approval by the City Agency, and applicable State and federal law. Any City Agency denial of an Approval shall include a statement of the reasons for such denial.

(ii) Board of Supervisors. The Non-Stadium Alternative of the Project includes an approximately 41 foot wide bridge spanning the Yosemite Slough which is limited to bike, pedestrian and transit use. However, in the event the San Francisco 49ers elect

to build a new stadium on the Shipyard Site, the Project will include a bridge spanning Yosemite Slough that is wider than 41 feet across to accommodate game-day traffic (the "**Stadium Bridge**"), subject to the provisions of this Section 3.4(e)(ii). Following the review and Approval by applicable City Agencies of the first Application that includes a conceptual design for the Stadium Bridge, but before the Agency's Approval of such conceptual design, the Agency shall refer the conceptual design to the Board of Supervisors for its review and Approval.

The Board of Supervisors shall, within ninety (90) days following the Agency's referral of the conceptual design for the Stadium Bridge, notify the Agency of its Approval or of any objections to the conceptual design. If the Board objects to the conceptual designs, then the Agency, working with Developer, shall resubmit the conceptual designs to correct the stated deficiencies. The Agency shall not Approve the conceptual design until the design has been Approved by the Board of Supervisors.

(iii) 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 Port Consent and Section 7.1(c), the Port delegates to DPW the authority to grant any Approvals required for construction of Improvements on open space or Infrastructure on land then under Port jurisdiction, subject to consultation with the Port's Chief Harbor Engineer.

(iv) 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. The Agency shall not Approve any Agency Application that includes plans and specifications for SFMTA Infrastructure or that amends the Transportation-Related Mitigation Measures without the prior Approval of the SFMTA.

(v) 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. The Agency shall not Approve any Agency Application that includes plans and specifications for SFPUC Infrastructure or that amends the SFPUC-Related Mitigation Measures without the prior Approval of the SFPUC.

(vi) SFFD. Before the Agency approves any Agency Application that includes or should include future Infrastructure that will be under SFFD jurisdiction upon City acceptance (the "**SFFD Infrastructure**"), 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 is discussed as early in the review process as possible and that the Agency and the SFFD act in concert with respect to these matters. The Agency shall not Approve any Agency Application that includes plans and specifications for SFFD Infrastructure without the prior Approval of the SFFD.

(f) Agency and City Review of City Applications. Within five (5) days of its determination that a City Application is a Complete Application, 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 between 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. Expeditiously acquiring land and Infrastructure or other Improvements from Developer, the Agency or any CFD (or similar financing device) by accepting Developer's dedication of property and Infrastructure and Improvements that have been constructed to City standards in accordance with the DDA and any Acquisition and Reimbursement Agreement, and taking any additional City actions as required under 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 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.

(k) Project Management, Scheduling, Engineering, Construction Management and Reimbursement Audit Services. Upon request of the Agency and subject to Developer's consent, DPW assisting with project management, scheduling, engineering, construction management and reimbursement audit services.

3.6 Public Power. The SFPUC prepared a study confirming the feasibility of providing electric service to the Shipyard Site in accordance with San Francisco Administrative

Code Chapter 99. Prior to the Agency's approval of the first Major Phase Application, the Agency shall, in conjunction with the SFPUC and Developer, update this study for the Project and include the Candlestick Site and, at the request of the SFPUC, include an analysis of the feasibility of providing natural gas to the Project Site. The costs of such update with respect to electric service shall be Agency Costs subject to requirements and limitations in Article 19 of the DDA. Subject to the agreement of the SFPUC to provide electricity and/or natural gas service following completion of this update, Developer understands and agrees that all electricity and/or natural gas for the Project Site will be provided by Hetch Hetchy Water and Power or other City sources, so long as the updated feasibility analysis shows that: (i) the applicable service will be reasonably available for the Project's needs, (ii) the level of service will be substantially equivalent or better than that available on the open market, (iii) the applicable service can be separately metered and implemented at comparable business terms and without additional delay (including delivery of service to construction sites), and (iv) the projected price for the applicable service is comparable to or less than the prevailing market rates for comparable types of loads.

3.7 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 Applicable City Regulations. 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 consistent 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; and (6) 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, 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 Applicable City Regulations; 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 the 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 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 or other 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 ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for, or vote in support of, any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the CFD Act) that includes the Project Site unless the new district is City-Wide or Developer gives its prior written consent to such proceedings, and (ii) Developer's written consent under clause (i) above shall be required only with respect to such property that Developer owns or has the right to acquire under the DDA and that has not yet been developed.

6.4 *City's Cost Recovery.* The DDA requires Developer to pay or cause to be paid Agency Costs, which include 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; provided, for subdivision, mapping and Infrastructure review matters coordinated by DPW, applicable City Agencies shall submit their invoices to DPW and DPW shall combine these invoices with DPW costs to submit one combined invoice to the Agency for reimbursement. 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 Requirements 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 other 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 the Project 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 provision or 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 noticing 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 an 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 an 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 10.2, the noticing Party or any affected Developer Party may institute proceedings to obtain a cure and remedy for the ICA Default, including proceedings to compel specific performance by the defaulting Party. 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. Subject to Section 10.2, 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 Improvements, 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 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 Developer Party will be suspended and will not be reinstated unless and until the Developer 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.

10.5 Agency Indemnification. The Agency agrees to indemnify the SFMTA for claims related to the distribution of resources throughout the transit service network arising in whole or in part from the SFMTA's provision of transit services to the Project Area as required by the Transit Operating Plan and/or the Transportation-Related Mitigation Measures, and any challenge to the environmental review performed under section 18.3 of the DDA.

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 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, Suite 4200
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 LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Attn: Charles V. Thornton
David A. Hamsher
Re: CP/HPS ICA

Every notice given to a Party under this ICA must be in writing and 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 Controller; provided, the Mayor cannot make any amendment (i) that affects the SFMTA Infrastructure or the SFMTA-Related Mitigation Measures without the prior approval of the SFMTA, (ii) that affects the SFPUC Infrastructure or the SFPUC-Related Mitigation Measures without the prior approval of the SFPUC, and (iii) that affects the SFFD Infrastructure without the prior approval of the SFFD.

(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. Subject to the limitations set forth in Section 11.2(a) above for required approvals of the SFMTA, the SFPUC and the SFFD, 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) **Exhibit.** Whenever an "Exhibit" is referenced, it means an attachment to this ICA unless otherwise specifically identified. The following Exhibit is 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 Developer's Consent 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 agree 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.

"Acquisition and Reimbursement Agreement" is defined in the Financing Plan.

"Administrative Fee" is defined in the Redevelopment Plans.

"Agency" is defined in the introductory paragraph.

"Agency Applications" is defined in Recital F.

"Applicable City Regulations" is defined in Section 4.1.

"Board of Supervisors" is defined in Recital A.

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

"BVHP Plan Amendment" is defined in Recital B.

"BVHP Plan Documents" means the _____, as such documents exist as of the Reference Date, and as may be revised from time to time by the Agency to the extent permitted under the DDA.

"BVHP Redevelopment Plan" is defined in Recital B.

"BVHP Redevelopment Plan Area" is defined in Recital B.

"CCRL" is defined in Recital A.

"CEQA" is defined in Recital D.

"City" is defined in the introductory paragraph.

“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 Applications” is defined in Recital F.

“City Approval” means any approval by a City Agency of a City Application relating to the Project.

“City-Wide” means all privately-owned property within (1) the jurisdictional limits of the City or (2) any designated use district or use classification of the City so long as (a) any such use district or use classification includes a substantial amount of affected private property other than affected private property within the Project Site, (b) the use district or use classification includes all private property that receives the general or special benefits of, or causes the burdens that occasion the need for, the new or increased tax or special assessment, and (c) the new or increased tax or special assessment applicable to land uses within the Project Site applies equally to the same land uses outside of the Project Site.

“Complete Application” is defined in the DRDAP.

“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 Recital G.

“DRDAP” is defined in Recital F.

“Exhibit” is defined in Section 11.9(a).

“Existing City Regulations” is defined in the Redevelopment Plans.

“ICA” is defined in the introductory paragraph.

“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 the Developer’s Consent.

“Indemnify” means indemnify, defend, reimburse, and hold harmless.

“Losses” is defined in the 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.

“Plan Documents” means, individually or collectively as the context requires, the BVHP Plan Documents and the Shipyard Plan Documents.

“Planning Cooperation Agreement” means the Planning Cooperation Agreement entered into in connection with the 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 Applications” is defined in Recital F.

“RecPark Property” is defined in Recital C.

“Redevelopment Documents” is defined in Recital I.

“Redevelopment Plans” is defined in Recital D.

“Redevelopment Requirements” is defined in Recital I.

“Reference Date” is defined in the introductory paragraph.

“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(e)(iv).

“**Shipyards Plan Amendment**” is defined in Recital A.

“**Shipyards Plan Documents**” means the _____, as such documents exist as of the Reference Date, and as may be revised from time to time by the Agency to the extent permitted under the DDA.

“**Shipyards Redevelopment Plan**” is defined in Recital A.

“**Shipyards Redevelopment Plan Area**” is defined in Recital A.

“**Task Force**” is defined in Section 3.4(a)(i).

“**Transportation-Related Mitigation Measures**” is defined in Section 3.4(e)(iii).

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This ICA was executed and delivered as of the Reference Date.

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

By _____
Ed Reiskin, Director of Public Works

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

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 June 3, 2010 (the "**ICA**"), to which this Developer's Consent to ICA 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; and (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 other 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 an Other Regulatory Approval when needed, or to comply with (1) any Other Regulatory Approval obtained by such Developer Party or to which such Developer Party is subject or (2) 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 and Reimbursement 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 DDA 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 of 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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, the State of California, and the City, 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.

By authorizing this Port Consent, the Port does not intend to in any way limit its exclusive authority under the Article 3.B of the City Charter or the Burton Act (stats. 1968, ch. 1333).

**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. 10-40
Approved June 8, 2010. _____

**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 between the City and the Redevelopment Agency related to the Candlestick Point and Phase 2 of the Hunters Point Shipyard Project, 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 Project Infrastructure Plan, the Transportation Plan, and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to the following, provided that by executing this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA as set forth in Article VIII A of the City’s Charter:

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 SFMTA requirements and the Transportation-Related Mitigation Measures for design, construction, testing, performance, training, documentation, warranties and guarantees, that are consistent with the Applicable City Regulations and applicable State and federal law, SFMTA accepting the transportation-related infrastructure described in the Infrastructure Plan that will be under SFMTA jurisdiction;
3. subject to identification of resources and 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 identification of resources and appropriation of funds, SFMTA satisfying the construction required of the SFMTA by the Infrastructure Plan, the Transportation Plan, and Transportation-Related Mitigation Measures, and to the extent practicable given fiscal and operational considerations, cooperating with Developer in phasing any required SFMTA construction; and
5. 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

**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, subject to appropriation, operating and maintaining SFPUC-Related Infrastructure;
3. subject to Developer providing an on-site recycled water distribution system that is to be charged with low-pressure water unless and until the SFPUC provides recycled water to the Project Site (the timing of which shall be at the SFPUC's sole discretion), the SFPUC's acceptance of the recycled water distribution system that is reviewed and Approved by the SFPUC in accordance with the process set forth in this ICA and the Infrastructure Plan; and
4. delegating to the SFPUC General Manager or his or her designee any future Approvals of the SFPUC under this ICA, including Approvals of Agency Applications, subject to applicable law including the City's Charter.

By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in Article XIII B of the City's Charter.

**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 confirm that, after considering the Infrastructure Plan, 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, 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;
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
5. making any future Approvals of the SFFD under this ICA, including Approvals of Agency Applications, subject to applicable law including the City's Charter.

By authorizing this SFFD Consent, the SFFD Fire Chief and Fire Marshall not intend to in any way limit the authority of the SFFD as set forth in Section 4.108 and 4.128 of the City's Charter.

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

**PLANNING COOPERATION AGREEMENT
BETWEEN THE SAN FRANCISCO REDEVELOPMENT AGENCY AND THE SAN
FRANCISCO PLANNING DEPARTMENT FOR ZONE 1 OF THE BAYVIEW HUNTERS
POINT REDEVELOPMENT PROJECT AREA AND PHASE 2 OF THE HUNTERS POINT
SHIPYARD REDEVELOPMENT PROJECT AREA**

This PLANNING COOPERATION AGREEMENT (this "**Agreement**") is entered into as of _____ by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, established pursuant to the California Community Redevelopment Law ("**Agency**"), and the PLANNING DEPARTMENT OF THE CITY AND COUNTY OF SAN FRANCISCO, established pursuant to the Charter and Ordinances of the City and County of San Francisco ("**Department**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings for such terms set forth in the Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) (as amended from time to time, the "**DDA**") 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**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings for such terms set forth in the DDA, unless otherwise noted.

RECITALS

- A. Under the California Community Redevelopment Law, Section 33333 of the California Health & Safety Code, a redevelopment plan authorizes, among other things, the land uses and controls for development in a redevelopment project area.
- B. Pursuant to Sections 33128 and Section 33220 of the California Health and Safety Code, the Agency has access to the services of the Department and the authority to obtain its assistance and cooperation in the planning, undertaking, and operation of redevelopment projects located within areas in which the Department is authorized to act.
- C. Under Section 4.105 of the Charter of the City and County of San Francisco, the Planning Commission and the Planning Department have the authority, among other things, to approve permits for development in the City and County of San Francisco and to administer and enforce the City's Planning Code (the "**Planning Code**").
- D. In 2006, the Board of Supervisors adopted and the Mayor approved the Bayview Hunters Point Redevelopment Plan ("**BVHP Redevelopment Plan**") to include a substantial additional land, referred to as Project Area B, within the Bayview Hunters Point Redevelopment Plan Project Area ("**BVHP Project Area**").
- E. The Agency and the Department entered into a Delegation Agreement dated as of September 19, 2006 to define the roles of the respective parties in the implementation of the BVHP Redevelopment Plan ("**BVHP Delegation Agreement**"). Among other tasks the BVHP Delegation Agreement specified that the Department will approve permits and otherwise administer and enforce the Planning Code for any property or project that does not require Agency Action. Agency Action is defined as the Agency's funding, acquisition, disposition, or development of property through a disposition and

development agreement, owner participation agreement, loan agreement, grant agreement, or other transactional and/or funding documents between a project sponsor and the Agency.

- F. In 1997, the Board of Supervisors adopted and the Mayor approved the Hunters Point Shipyard Redevelopment Plan (“**Shipyard Redevelopment Plan**”). The Shipyard Redevelopment Plan controls land uses within the Hunters Point Shipyard Redevelopment Plan Project Area (“**Shipyard Project Area**”) and relies on two associated Hunters Point Shipyard Designs for Development (one for Phase 1 and another for Phase 2) to regulate development within the Shipyard Project Area. Except where it expressly provides otherwise, the Shipyard Redevelopment Plan supersedes the Planning Code.
- G. Improving the quality of life of the residents of Bayview Hunters Point, also known as BVHP, is one of the City’s and the Agency’s highest priorities. Expediting the revitalization of BVHP will provide long overdue improvements to the BVHP community that will also benefit the City as a whole. Both the Hunters Point Shipyard and the Candlestick Site are part of BVHP, and together they make up the largest area of under-used land in the City.
- H. The BVHP community, elected officials and City voters have expressed their support for revitalizing the Candlestick Site and the Shipyard Site as an integrated project. In May 2007, the Board of Supervisors adopted and the Mayor approved Resolution No. 264-07 (the “**Framework Resolution**”), endorsing a Conceptual Framework for the integrated development of the Candlestick Site and the Shipyard Site (the “**Conceptual Framework**”). The Conceptual Framework envisioned a major mixed-use project, including hundreds of acres of new waterfront parks and open space, thousands of new units of 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 Site.
- I. 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, site in the Shipyard Redevelopment Plan Area 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 and potentially additional residential units if the stadium is not built.

2. City policy mandates that the Project: produce tangible community benefits for the Bayview 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. 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.
- J. Since February 2007, the Project has been reviewed by the BVHP community and other stakeholders in over two hundred-thirty (230) public meetings, including those held before the PAC, the CAC, the Agency Commission, the Board of Supervisors, the Planning Commission and other City commissions and in other local forums.
- K. Concurrently with this Agreement, (1) the Planning Commission and the Agency Commission are certifying an environmental impact report for the Project, and adopting 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**"), and (2) the Agency Commission is approving an amendment to the BVHP Redevelopment Plan (the "**BVHP Plan Amendment**") and an amendment to the Shipyard Redevelopment Plan (the "**Shipyard Plan Amendment**", together with the BVHP Plan Amendment, the "**Plan Amendments**"), subject to the approval of the Board of Supervisors. The BVHP Plan Amendment establishes two distinct zones within Project Area B: Zone 1, which consists of the Candlestick Site, and Zone 2, which consists of the remainder of Project Area B. 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.
- L. Concurrently with this Agreement, the Agency Commission and the Planning Commission are approving the Phase 2 Hunters Point Shipyard Design for Development and the Candlestick Point Design for Development (individually and collectively, the "**Design for Development**"), and taking additional actions consistent therewith to implement the Project, and the Agency Commission is approving the DDA. 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**”).

- M. The BVHP Redevelopment Plan controls land uses within the BVHP Project Area and relies on the Candlestick Point Design for Development to regulate development within the Candlestick Site. Except where it expressly provides otherwise, the BVHP Redevelopment Plan supersedes the Planning Code as to Zone 1 of the BVHP Project Area.
- N. The Design Review and Document Approval Procedure attached to the DDA (the “**DRDAP**”) and the Interagency Cooperation Agreement (“**ICA**”) between the Agency and the City provide for expedited review and approval of Major Phase Applications, Sub-Phase Applications, and Vertical Applications for the Project Infrastructure and Improvements as such terms are defined in the DDA (the “**Agency Applications**”) and 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 Agreement, the ICA and the DRDAP.
- O. The purpose of this Agreement is to define the roles of the parties in the implementation of the Project under the DDA to ensure that all development in the Project Site is in accordance with the Redevelopment Documents, which include the Redevelopment Plans and the Design for Development.
- P. Nothing in this Agreement shall change the roles of the Department or the Agency within Zone 2 of the BVHP Plan not covered by the DDA. Development in Zone 2 of the BVHP Plan will continue to be governed by the existing terms of the BVHP Delegation Agreement.

NOW THEREFORE, the Agency and the Department agree as follows:

1. **Term.** This Agreement will become effective upon the adoption by the Board of Supervisors of an ordinance approving the Redevelopment Plan Amendments, and will terminate, 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. Upon the effective date of this Agreement, Zone 1 in the BVHP Redevelopment Plan shall be deleted from the BVHP Delegation Agreement and the roles and responsibilities of the Agency and the Department in the implementation of all development within the Project Site shall be governed by this Agreement.
2. **Interagency Working Group.** The Agency and the Department shall form an Interagency Working Group composed of Department staff assigned pursuant to this Agreement and Agency staff responsible for implementing the Redevelopment Plans (“**Working Group**”).

Members of the Working Group shall communicate on an ongoing basis to ensure the timely, collaborative, and competent review of those Project Applications that are designated for review by the Department pursuant to this Agreement. Each member of the Working Group shall be knowledgeable about the Redevelopment Plan, Design for Development, and provisions of the Planning Code that are applicable pursuant to the Redevelopment Plans.

3. **Cooperation:** The Agency and the Department, do hereby agree to work cooperatively to review Project Applications in accordance with this Agreement to ensure that all Project Applications comply with the Redevelopment Documents and the provisions of the Planning Code that are applicable pursuant to the Redevelopment Plans. Both parties agree to act expeditiously on Project Applications as required and in a manner consistent with the Redevelopment Documents and this Agreement. To achieve these objectives, the parties agree to the following:
 - 3.1 To schedule Department and Agency hearings or meetings in a manner so as to facilitate the approval process and to avoid conflicting actions or directions relative to a Project Application;
 - 3.2 To inform and educate the staff of both the Department and the Agency of the requirements of this Agreement, the Redevelopment Plans, applicable sections of the Planning Code to the extent expressly provided in the Redevelopment Plans, and other policies and procedures related to the implementation of the Project; and
 - 3.3 To continue providing the BVHP community with land use, transportation, urban design, and infrastructure planning services to integrate the Project Site with the surrounding community.

4. **Agency Responsibilities:** The Agency shall assign appropriate staff, including project management staff, design review staff and others, to review and process Project Applications, on a priority basis, in the Project Site.
 - 4.1 The Agency shall review and consider, and approve or deny, all Major Phase, Sub-Phase and Vertical Applications for development within the Project Site and maintain final approval over any action that does not require action by the Planning Commission, as defined in this Agreement, the DRDAP, and the Redevelopment Plans. The Agency shall review all Project Applications and submittals for completeness and consistency with the Redevelopment Documents.
 - 4.2 Before the Agency approves any Major Phase Application, Streetscape Master Plan, Schematic Design Documents Application for Open Space, or Schematic Design Documents Application for Vertical Improvements, the Director of the Department (the “**Planning Director**”) will have the opportunity to review and comment on the proposed design and plans, but in an advisory capacity only. The Agency will submit each Complete Major Phase Application, Streetscape

Master Plan, Complete Schematic Design Documents Application for Open Space, and Complete Schematic Design Documents Application for Vertical Improvements, or applicable portions thereof, to the Planning Director. The Planning Director, or his or her designee, will review each such Complete Major Phase Application and Streetscape Master Plan, or applicable portions thereof, and provide the Department's comments to the Agency within thirty (30) days of receipt by the Planning Director of such Complete Major Phase Application or Streetscape Master Plan. The Planning Director, or his or her designee, will review each Complete Schematic Design Documents Application for Open Space and Complete Schematic Design Documents Application for Vertical Improvements, or applicable portions thereof, and provide the Department's comments to the Agency within forty five (45) days of receipt by the Planning Director of such Complete Schematic Design Documents Application. In addition, the Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with the Department to ensure that design issues are discussed as early in the review process as possible.

- 4.3 The Agency and the Department will cooperate to act consistently with respect to the design of specific office developments on Lots. To the extent a Schematic Design Documents Application includes an office development on a Lot requiring an allocation under Sections 101.1 and 320-325 of the Planning Code (Office Allocation), shall be approved by the Planning Commission prior to consideration by the Agency Commission. Pursuant to Resolution No. _____, the Planning Commission adopted: a) findings that the research and development and office development contemplated by the Redevelopment Plans promotes the public welfare, convenience, and necessity; b) making findings required pursuant to Section 320-325 of the Planning Code; and c) establishing priority, with certain exceptions, for certain of the research and development and office development of the Project over such development elsewhere in the City. The Agency and the Department shall cooperate to act in conformance with this Resolution and the related Redevelopment Plan provisions regarding approval of office development.
- 4.4. When the Agency reviews and considers approvals of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements within the Project Site, it shall describe any comments and recommendations of the Planning Director in its report to the Agency Commission; provided however, that the Department may present its views of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements to the Agency Commission in a separate report or at a public hearing held by the Agency Commission as part of its review and consideration of the Application.

- 4.5 The Agency shall provide staff to assist the Department with design review of Agency Applications in the Project Site.
 - 4.6 Before the expiration of the controls contained within the Redevelopment Plans and Design for Development, the Agency shall provide staff to assist in the review and rezoning of the Project Site to institute long-term mixed use zoning districts in a manner consistent with the Redevelopment Plans and Design for Development in order to provide continuity with zoning and land use controls.
 - 4.7 The Agency shall consider amendments to the Design for Development as may be needed to maintain consistency with applicable policies of the Planning Code and with the goals and objectives of the Redevelopment Plans. Subject to Developer's Consent as required under the DDA, the Agency staff shall present to the Planning Commission for its approval proposed amendments to the Design for Development.
5. **Department Responsibilities:** The Department shall assign appropriate staff, including a permit planner, an environmental planner and others as needed, to review and process Project Applications that are referred to the Department under this Agreement, and verify the consistency of the City Application with environmental review completed for the Project or conduct any necessary additional review as required by CEQA.
- 5.1 The Department shall provide staff to assist the Agency with review of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements in an advisory capacity only. The Planning Director, or his or her designee, will review such Complete Major Phase Applications and Streetscape Master Plans, or applicable portions thereof, and provide the Department's comments to the Agency within thirty (30) days of receipt of such Complete Major Phase Application or Streetscape Master Plan by the Planning Director. The Planning Director, or his or her designee, will review each Complete Schematic Design Documents Application for Open Space and Complete Schematic Design Documents Application for Vertical Improvements, or applicable portions thereof, and provide the Department's comments to the Agency within forty five (45) days of receipt of such Complete Schematic Design Documents Application. In addition, the Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with the Department to ensure that design issues are discussed as early in the review process as possible.
 - 5.2 The Agency and the Department will cooperate to act consistently with respect to the design of specific office developments on Lots. Schematic Design Documents Applications, which require findings and an allocation under Sections 101.1 and 320-325 of the Planning Code (Office Allocation), shall be approved by the Planning Commission prior to consideration by the Agency Commission. Pursuant to Resolution No. _____, the Planning Commission adopted: a) findings that the research and development and office

development contemplated by the Redevelopment Plans promotes the public welfare, convenience, and necessity; b) making the findings required pursuant to Section 320-325 of the Planning Code; and c) establishing priority, with certain exceptions, for certain of the research and development and office development of the Project over such development elsewhere in the City. The Department agrees to act in conformance with this Resolution and the related Redevelopment Plan provisions regarding approval of office development and to rely to the maximum extent permitted by law upon the findings contained in this Resolution.

- 5.3 Before the expiration of the controls contained within the Redevelopment Plans and Design for Development, the Department shall provide staff to assist in the review and rezoning of the Project Site to institute long-term mixed use zoning districts in a manner consistent with the Redevelopment Plans and Design for Development in order to provide continuity with zoning and land use controls.
- 5.4 To the extent amendments to the Design for Development are proposed by the Agency or Developer, the Department shall review and consider such amendments pursuant to the requirements of the Applicable City Regulations, the applicable Redevelopment Plan, and the applicable Design for Development. Subject to Developer's Consent as required under the DDA, proposed amendments to the Design for Development shall be presented by the Department to the Planning Commission for its approval.
- 5.5 When Department staff presents any item that requires findings and an allocation under Sections 101.1 and 320-325 of the Planning Code to the Planning Commission, it shall describe any comments and recommendations of the Agency staff in its report to the Planning Commission prior to its approval; provided however, that the Agency may present its views of the item in a separate report or at a public hearing held by the Planning Commission as part of its consideration of the item.
- 5.6 In connection with the certification of the EIR, the adoption of the Mitigation Measures and approval of the Design for Development, the Planning Commission made General Plan findings as required by the City's Charter that the Project, as a whole and in its entirety, is consistent with the General Plan and the Planning Principles set forth in Section 101.1 of the Planning Code (together, the "**General Plan Consistency Finding**"). The General Plan Consistency Finding is intended to support all future approvals by the City, including the Planning Commission or the Department, that are consistent with the Redevelopment Plans and the Design for Development. Thus, to the maximum extent practicable subject to applicable law, the Department shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all discretionary actions related to the Project, including but not limited to subdivision, public infrastructure acceptance, street vacations, and any other Project-related actions requiring General Plan determinations pursuant to State law or the Applicable City Regulations. In the event that the

Department is required to make new General Plan consistency findings for a matter relating to the Project, it shall do so expeditiously and use good faith efforts to make or reject such findings within thirty (30) days of the matter being referred to the Department.

- 5.7 The Department, at the request of the Agency, shall initiate any required revisions to the Planning Code required to address changes in the Redevelopment Plans.
6. **Amendments to the Design for Development.** Any amendments to the Design for Development shall be approved by the both the Planning and Agency Commissions as provided in the Redevelopment Plans.
7. **Community Participation.** At the direction of the Agency Executive Director, the Agency staff shall work with the Hunters Point Shipyard Citizens Advisory Committee (“CAC”) and the Bayview Hunters Point Project Area Committee (“PAC”), or their successors, to obtain community input and guidance on Streetscape Master Plans, Signage Master Plans, Complete Major Phase Applications and Complete Schematic Design Document Applications for Vertical Improvements and Open Space, and any amendments to the Design for Development, prior to any action by the Agency Commission.
8. **Amendment.** The Agency and Department hereby reserve the right to amend or supplement this Agreement at any time by mutual consent for any purpose. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, following approval by the Agency Commission and the Planning Commission.
 - 8.1 The Executive Director of the Agency and the Director of the Department shall consult with each other on matters arising out of this Agreement from time to time, and specifically with respect to questions regarding the scope of authority delegated hereunder.
 - 8.2 Any amendments to this Agreement shall be consistent with DDA, the Redevelopment Plans, and applicable Planning Code sections to the extent provided in the Redevelopment Plans.
9. **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.
10. **Administrative Fees and Cost Recovery.** Nothing in this Agreement precludes or constrains the Department from charging or collecting any Administrative Fees; provided the Department will not charge or collect amounts greater than the Administrative Fees in effect at the time the Department service is rendered. The DDA requires the Developer to pay or cause to be paid Agency Costs, as defined in the DDA, 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. The Department shall submit to the Agency quarterly invoices for all Agency Costs incurred by the Department under this Agreement to the Agency for reimbursement under the DDA. To the extent the Department 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 the Department 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 Department. "**Administrative Fees**" as used in this Section 10 are defined in the Redevelopment Plans.

11. **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 a breach of this Agreement and that equitable remedies including specific performance but not including damages are the appropriate remedies for enforcement of this Agreement. The Parties would not have entered into this Agreement 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 Agreement. Consequently, the Parties have agreed that neither Party will be liable in damages to the other or to any Developer Party, or any other Person, 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 default under this Agreement; or (b) arising from or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this Agreement.
12. **Developer; Vertical Developer.** The Agency and the Department agree that: (a) this Agreement is for the express benefit of the Developer Parties, subject to Developer's Consent, which is attached to and is a part of this Agreement; (b) the Developer Parties are entitled to rely on, receive benefits conferred by, and enforce this Agreement, but only on the condition that neither the Agency nor the Department will be liable for any damages under this Agreement; and (c) their intention is to provide mechanisms for the Developer Parties to develop the Project on the Project Site in accordance with this Agreement and the Redevelopment Documents. Developer's burdens and benefits under this Agreement and the Developer's Consent attached to this Agreement, and all limitations on those burdens and benefits, will accrue to the Developer Parties, as applicable. The DDA contemplates partial transfers and partial terminations of the DDA, and each Developer Party will have third-party beneficiary rights under this Agreement only to the extent it affects or relates to the land on which the Developer Party has rights under the DDA.
13. **Developer Default.** If a Developer Party has committed 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 Agreement 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 Agreement, an Event of Default under the DDA will not relieve the City or Agency of any obligation under this Agreement that arose before the Event of Default (except with respect to terminated

portions of the DDA). This Section 13 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.

14. **Headings.** The headings and section descriptions contained herein are inserted solely for convenience and are not intended to modify or restrict the provisions or sections following such headings and section description.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date above.

PLANNING DEPARTMENT

REDEVELOPMENT AGENCY

By: _____
John Rahaim
Director

By: _____
Fred Blackwell
Executive Director

APPROVED AS TO FORM:

Charles Sullivan
Deputy City Attorney

James B. Morales
Agency General Counsel

**DEVELOPER'S CONSENT TO
PLANNING COOPERATION 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 Planning Cooperation Agreement Between the San Francisco Redevelopment Agency and the San Francisco Planning Department for Zone 1 of the Bayview Hunters Point Redevelopment Project Area and Phase 2 of the Hunters Point Shipyard Redevelopment Project Area dated for reference purposes as of June 3, 2010 (the "Agreement"), to which this Developer's Consent (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 Agreement. By recording the DDA and the Agreement, the Parties acknowledge and agree that the Agreement and this Developer's Consent shall apply to, and burden and benefit, the Agency and the Developer Parties whether or not this Agreement 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 Agreement, understanding that the City and the Agency have entered into it for express benefit of the City, the Agency and the Developer Parties, (ii) agrees that the Agreement 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 Agreement and this Developer's Consent as a condition to any Transfer.

2. **Indemnified Losses.** Each Developer Party shall Indemnify the Department as set forth in the Developer's Consent attached to the ICA. The Department shall be considered one of the Indemnified City Parties, as that term is used in the Developer's Consent attached to the ICA.

3. **Limitations on Liability.** The Developer Parties understand and agree that no commissioners, members, officers, agents, or employees of the Agency or the Department (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, individuals, or employees of any Developer Party (or of its successors or assigns) be personally liable to the Agency, the Department, or any other Person in the event of any default or breach of the Agreement by the Agency or the Department or of this Developer's Consent, as the case may be, or for any amount that may become due or any obligations under the Agreement or this Developer's Consent. Neither the Agency nor the Department will be liable to any Developer Party for damages under the Agreement for any reason.

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

DRAFT INFRASTRUCTURE PLAN

CANDLESTICK POINT DEVELOPMENT

(VOLUME 1)

AND

HUNTERS POINT SHIPYARD

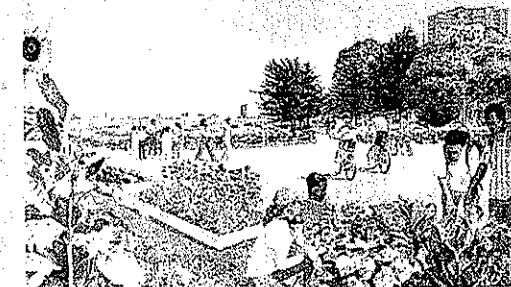
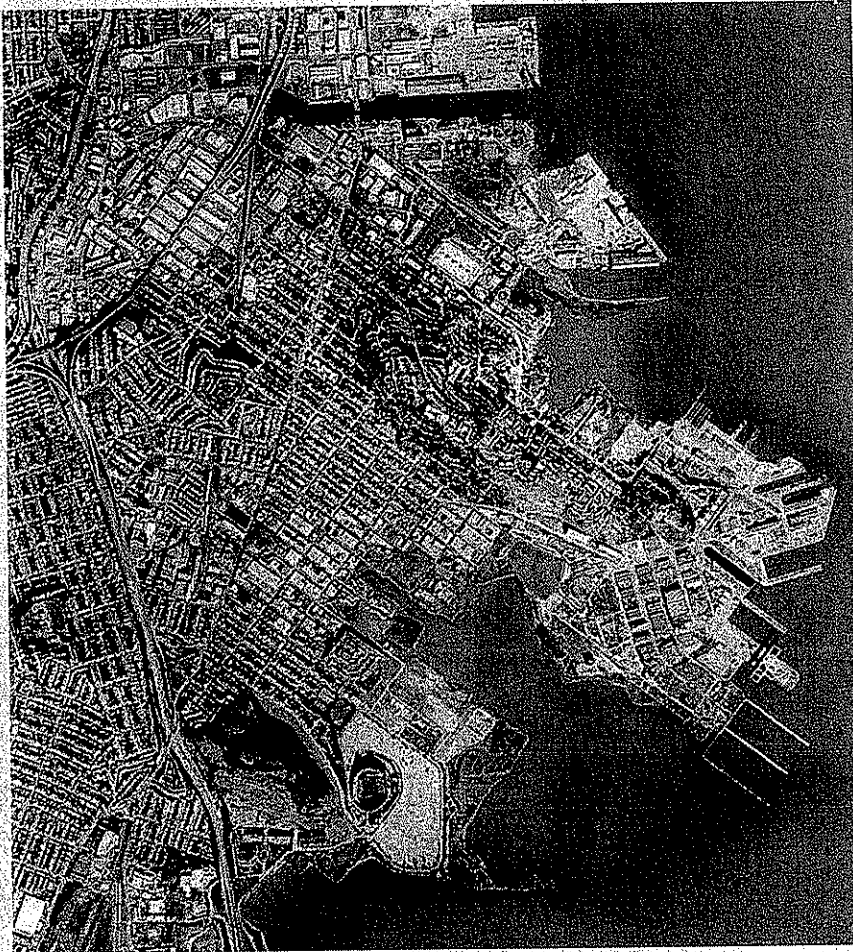
PHASE 2 DEVELOPMENT

(VOLUME 2)

JUNE 3, 2010

INCLUDES ERRATUM #1

REPORT



Bayview Hunters Point Redevelopment Plan Amendment

Report on the Plan Amendment



San Francisco Redevelopment Agency
May 2010



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