

450-0212018-002

Agenda Item **Nos. 5(b) through 5(g)**
Meeting of April 17, 2018

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Approval of Proposed Changes to the Candlestick Point (“CP”) and Hunters Point Shipyard (“HPS”) Phase 2 and Candlestick Point Project Land Use Program, including adopting environmental review findings pursuant to the California Environmental Quality Act and approving amendments to the Hunters Point Shipyard and Bayview Hunters Point Redevelopment Plans, a Report to the Board on the Plan Amendments, a Third Amendment to the Disposition and Development Agreement for the Candlestick Point and Phase 2 of the Hunters Point Shipyard with CP Development Co., LLC and applicable Project Documents, a Seventh Amendment to the Hunters Point Shipyard Phase 1 Disposition and Development Agreement with HPS Development Co. LP., an amended HPS Phase 2 Design for Development, and other related actions; Bayview Hunters Point and Hunters Point Shipyard Redevelopment Project Areas

EXECUTIVE SUMMARY

Mark Farrell
MAYOR

Nadia Sesay
EXECUTIVE DIRECTOR

Marily Mondejar
CHAIR

Miguel Bustos
Mara Rosales
Darshan Singh
COMMISSIONERS

One S. Van Ness Ave.
5th Floor
San Francisco, CA
94103

415 749 2400

www.sfocii.org

The Candlestick Point and Hunters Point Shipyard Phase 2 Project (“CP/HPS2 Project”) is a 702-acre redevelopment project governed by two Redevelopment Plans. The Hunters Point Shipyard Redevelopment Plan governs both the HPS Phase 1 Project and the HPS Phase 2 portion of the CP/HPS2 Project (together, the “Shipyard”). The Bayview Hunters Point (“BVHP”) Redevelopment Plan governs the Candlestick Point portion of the CP/HPS2 Project, which is designated as Zone 1 of the BVHP Redevelopment Plan (the “Candlestick Site” or “CP”). The Office of Community Investment and Infrastructure (“OCII”) administers development under both Redevelopment Plans.

In 2010, the San Francisco Redevelopment Agency (“SFRA”) Commission approved The Disposition and Development Agreement for Candlestick Point and Phase 2 of Hunters Point Shipyard (“CP/HPS2 DDA”) between the Former Agency and CP Development Co., LLC (“Developer”). The CP/HPS2 DDA establishes the rights and obligations of the parties with respect to development of the CP/HPS2 Project. The CP/HPS2 DDA identifies two alternative development programs, primarily differentiated by the presence or absence of a football stadium within HPS Phase 2. The “Non-Stadium Alternative” provides the Developer with the right to build approximately 10,500 housing units (approximately thirty-two percent of which will be below market

rate and will include the rebuilding of the Alice Griffith public housing development), 885,000 square feet of regional and neighborhood serving retail and entertainment uses, 150,000 square feet of hotel uses, 100,000 square feet of community uses, 255,000 square feet of artist space, 75,000 square feet of performance space, approximately 326 acres of new open space and parks, and approximately 3,150,000 square feet of research and development (R&D) and office space. Two Design for Development documents, the Hunters Point Shipyard Phase 2 Design for Development ("HPS Phase 2 D4D") and Candlestick Point Design for Development ("CP D4D"), provide detailed development controls and design guidelines for their respective development areas.

At the time of the CP/HPS2 Project approvals in 2010, the primary development program included a new stadium for the San Francisco 49ers football team on the Shipyard. Since that time, the 49ers left San Francisco and constructed a new stadium in Santa Clara, California, triggering the Non-Stadium Alternative outlined above in the CP/HPS2 DDA. The Developer has further considered the non-stadium development program and reviewed the various project alternatives that were previously analyzed under the Candlestick Point/Hunters Point Shipyard Final Environmental Impact Report ("Project FEIR"). The Developer also engaged the architectural and planning services of award-winning architect Sir David Adjaye to re-examine the land use plan of HPS Phase 2.

After that review, the Developer is now proposing changes to the CP/HPS2 Project to provide a more robust mix of land uses that is phased in a way to better respond to market conditions, improve utilization of HPS Phase 2, and fully leverage the development authorized by the Redevelopment Plans. The Developer also identified other project changes, including a few that affect the Candlestick Site, and are part of the overall proposal (the "2018 Updated Program"). The proposed amendments to the Redevelopment Plans ("Plan Amendments") implement the 2018 Updated Program and are consistent with the Redevelopment Plan objectives of providing flexibility in the development of real property within the BVHP and HPS Project Areas to respond to market conditions. The amendment to the BVHP Plan would include the removal of the Jamestown Neighborhood from Zone 1 of the BVHP Project Area. The Developer is working closely with staff from OCII, the Planning Department, Public Works, the Municipal Transportation Agency, the Public Utilities Commission, the Recreation and Parks Department, the Department of the Environment, and other affected City agencies to develop and refine these proposed project changes. The Developer is also undertaking a community engagement process to consult with the Hunters Point Shipyard Citizen Advisory Committee (the "CAC") and the surrounding larger community.

OCII staff and the Developer presented a summary of these proposed changes at an informational workshop at the Commission on Community Investment and Infrastructure ("Commission") meeting on March 20, 2018. Staff now recommends: (1) adopting environmental findings pursuant to the California Environmental Quality Act, (2) approving a Report to the Board of Supervisors regarding the proposed Plan Amendments, and authorizing submittal of the Plan Amendments to the Board of Supervisors, (3) approving the Plan Amendments and recommending the Plan Amendments to the Board of Supervisors for adoption; (4) approving a Third Amendment to the CP/HPS2 DDA including conforming amendments to associated Project Documents, (5) approving a conforming change to the Hunters Point Shipyard Phase 1 DDA ("Phase 1 DDA") through a Seventh Amendment, (6) and approving a revised HPS Phase 2 D4D and authorizing OCII staff to implement conforming amendments to the CP D4D to remove the Jamestown parcels from the Zone 1 of the BVHP Project Area. After Commission approval, the Developer would then seek the necessary approval actions from affected City agencies, the Board of Supervisors, the Oversight Board, the California Department of Finance, and the State Lands Commission.

BACKGROUND

Proposition G: Bayview Jobs, Parks, and Housing Initiative

In June 2008, the voters of San Francisco approved the Bayview Jobs, Parks, and Housing Initiative (“Proposition G”), which established a framework and set forth goals, objectives, and policies for the timely and coordinated redevelopment of Candlestick Point and Hunters Point Shipyard. The subsequent actions to amend the HPS and BVHP Redevelopment Plans and to approve the CP/HPS2 DDA were in furtherance of Proposition G’s primary objective of revitalizing the Bayview Hunters Point community.

HPS and BVHP Redevelopment Plans

The Board of Supervisors adopted the HPS Redevelopment Plan on July 14, 1997 (Ordinance No. 285-97). The Board of Supervisors adopted the BHVP Redevelopment Plan on January 20, 1969 (Ordinance No. 25-69), and amended it on June 2, 2006 (Ordinance No. 113-06). On August 3, 2010, the Board of Supervisors amended both the HPS Redevelopment Plan (Ordinance 211-10) and the BVHP Redevelopment Plan (Ordinance No. 210-10) in furtherance of the goals of Proposition G, and in connection with approval of the CP/HPS2 Project.

The 2010 amendments to the BVHP Redevelopment Plan divided the BVHP Project Area into Zone 1 and Zone 2. Zone 1 commonly referred to as Candlestick Point comprises of three land use districts, and is intended to be developed with a mix of uses, including residential, retail, office and parks and open space. The Jamestown Neighborhood is included within the boundaries of Zone 1. The remainder of the BVHP Project Area is Zone 2. OCII retains land use authority within Zone 1 of the BVHP Project Area, and BVHP Redevelopment Plan supersedes the Planning Code for Zone 1 unless otherwise provided, while the San Francisco Planning Department retains jurisdiction over Zone 2 of the BVHP Project Area.

On November 8, 2016, San Francisco voters adopted Proposition O, the Hunters Point Shipyard/Candlestick Point Jobs Stimulus Proposition (“Proposition O”), which exempts Zone 1 of the BVHP Project Area and HPS2 of the Hunters Point Shipyard Redevelopment Project Area from the annual office development limitations set forth in Planning Code Sections 320-325. On June 13, 2017, the Board of Supervisors approved conforming amendments to the Redevelopment Plans to implement Proposition O and the voter’s intent to exempt office space development in the Project from Proposition M’s annual office space limits to help achieve the Redevelopment Plans’ economic goals and objectives by allowing office development already authorized under the Redevelopment Plans to be delivered predictably and efficiently, while ensuring that job opportunities and economic and community benefits associated with office development can be delivered in a timely manner.

The CP/HPS2 Project

The CP/HPS2 Project covers approximately 702-acres in San Francisco’s Bayview Hunters Point and Hunters Point Shipyard neighborhoods, governed by the Redevelopment Plans. The Project, as analyzed in the Project FEIR, contemplated a mixed-use development consisting of up to 10,500 residential units that includes a mix of affordable and market rate units, up to 960,000 square feet of retail and entertainment uses, up to 5,150,000 square feet of R&D and office development, and associated parks and open spaces.

The CP/HPS2 Project is adjacent to Hunters Point Shipyard Phase 1. The Phase 1 DDA authorizes the development of up to 1,600 residential units and up to 80,000 square feet of commercial uses in Phase 1. Of the 1,600 residential units and 80,000 square feet of commercial uses approved for Phase 1, only 1,428 residential units and 9,000 square feet of commercial space are expected to be developed in Phase 1 (with the ability to increase the amount of commercial space to be developed in Phase 1 up to 20,000 square feet).

CP/HPS2 DDA

The CP/HPS2 DDA was executed between the former San Francisco Redevelopment Agency ("SFRA") and the Developer on June 3, 2010 and sets forth the Developer's and OCII's rights and obligations regarding the construction of infrastructure, certain vertical construction obligations such as those related to the Alice Griffith Public Housing Revitalization and the Artists' Complex, and the provision of robust community benefits and below market rate housing program. The CP/HPS2 DDA provides for the delivery of these obligations through a series of Major Phases and Sub-Phases pursuant to the land use controls established in the Redevelopment Plans. The CP/HPS2 DDA includes a Schedule of Performance, as amended from time to time, that reflects the Phasing Plan and provides "Outside Dates" by which the Developer must submit Major Phase and Sub-Phase applications and complete infrastructure improvements, parks, and other community benefits.

The CP/HPS2 DDA was previously amended twice. On December 18, 2012, the Commission approved the First Amendment to the CP/HPS2 DDA by Resolution No. 3-2012, to provide consistency between the provisions related to the rights of lenders under the HPS Phase 1 DDA and the CP/HPS2 DDA. On September 12, 2014, OCII approved the Second Amendment to the CP/HPS2 DDA by Resolution No. 82-2014 to permit the early transfer of Candlestick Point Stadium as a result of the early departure of the 49ers and to accelerate development within the existing Stadium Site.

Existing Land Use Program and Current Project Status

Following the CP/HPS2 Project approval in 2010, the 49ers decided to move to a new stadium in the City of Santa Clara, and the Developer decided to proceed with the CP/HPS2 Project under a non-stadium alternative. Due to the importance and critical nature of the Alice Griffith Public Housing Revitalization, the Developer began work first in the Candlestick Point area. To date, Candlestick Major Phase 1 and Sub-Phase CP-01, -02, -03, and -04 have been approved. In 2014 and 2016, the Developer obtained certain approvals to permit the initial Candlestick work to begin, which included infrastructure necessary to support the first four phases of new Alice Griffith public housing replacement and affordable housing developments in Sub-Phase CP-01, as well as demolition of the Candlestick Park stadium in 2015. Preliminary civil work associated with the proposed regional retail center and adjacent mixed-use developments in Sub-Phases CP-02, CP-03, and CP-04 are underway generally north of Harney Way, west of Ingerson Avenue, and east of Jamestown Avenue. Development has not yet begun in Phase 2 of the Shipyard.

Below is a summary of the land uses for the CP/HPS2 Project as established in 2010. See Attachment 1 for the existing Development Plan.

Table 1: CP/HPS2 Land Use Plan Approved in 2010

	CANDLESTICK	HPS Phase 2	TOTAL	
CP/HPS2 Housing Units	6,225	4,275	10,500	UNITS
Parks & Open Space Acreage	104.8	222.2	327	ACRES
Artist Studio	0	255,000	255,000	SF
Community Use	50,000	50,000	100,000	SF
FAC/Performance Venue	75,000	0	75,000	SF
Hotel	150,000	0	150,000	SF
Institution	0	0	0	SF
R&D/Office	150,000	3,000,000	3,150,000	SF
Regional Retail	635,000	0	635,000	SF
Neighborhood Retail	125,000	125,000	250,000	SF
Maker Space	0	0	0	SF
Non-Residential Square Footage	1,185,000	3,430,000	4,615,000	SF

DISCUSSION

2018 Proposed Updated Program

After further evaluation of the non-stadium development program for the HPS Phase 2 Project Area, the Developer now proposes changes primarily to the land use program in HPS Phase 2 with accompanying changes to infrastructure, transportation networks, and parks and open space; and changes to the phasing schedule for both HPS Phase 2 and the Candlestick Site. Since the Candlestick Site portion of the CP/HPS2 Project is in a more active phase of development, the Developer has had the opportunity to evaluate program needs there and is also recommending some changes that impact the Candlestick Site.

The proposed land use plan at HPS Phase 2 reflects the historic layout of the Hunters Point Shipyard, which results in a new street grid and arrangement of development blocks, and allows for the possibility to retain and adapt some of the existing buildings on the HPS Phase 2. The proposal increases the amount of R&D/office space and neighborhood retail from what was approved in 2010 under the Redevelopment Plans, increases neighborhood retail than what was previously entitled under CP/HPS2 DDA, and adds new allocations for regional retail, maker space, hotel, and institutional uses. Residential uses are re-allocated between HPS Phase 1, HPS Phase 2 and Candlestick Point, but with no net change to the total number of housing units provided between the CP/HPS2 Project and the Phase 1 Project. The proposed land use plan also re-configures the parks and open spaces, resulting in an overall increase in the total amount of parks and open space area. A table summarizing the differences between the land uses approved in 2010 and those proposed now is included as Attachment 2. Attachment 6 as listed below provides the new Development Plan map.

Proposed Documents and Amendments Necessary for Approval

In order to implement this new land use vision, changes are required in almost all of the relevant documents that control development in the CP/HPS2 Project. This memorandum, through its attachments, provides a detailed explanation of the proposed changes by each document. These documents are listed below with summaries of

proposed changes and their attachment numbers. The documents listed under the Third Amendment to the CP/HPS2 DDA include their corresponding DDA Exhibit reference.

Document	Content Summary	Memo Attach. #
HPS Redevelopment Plan Amendment*	<ul style="list-style-type: none"> - Maintains maximum number of Dwelling Units (and affordable requirements) within HPS Project Area - Allows for 5,501,000 sf of nonresidential development, including 4,265,000 sf R&D/Office sf¹, 401,000 sf of retail, 410,000 sf of institutional and 120,000 sf of hotel uses² - Allows for adjustment of above-specified square footages and conversion to other permitted uses under the Plan, subject to Commission approval and maintaining the 5,501,000 non-residential cap; - Land use definition changes to align with proposed development plan - Permitting private “eco-district” infrastructure within HPS Phase 2 - Other clarifying changes 	3
BVHP Redevelopment Plan Amendment*	<ul style="list-style-type: none"> - Maintains maximum number of Dwelling Units (and affordable requirements) within Zone 1 of the BVHP Project Area - Maintains 1,185,000 sf of existing nonresidential development, including 150,000 sf of office use, 760,000 sf of retail space, 150,000 sf hotel space, and 75,000 sf of arts/entertainment space. - Allows for adjustment of above-specified nonresidential square footages and conversion to other permitted uses under the Plan, subject to Commission approval and maintaining the 1,185,000 sf non-residential cap within Zone 1 of Candlestick Point - Allow for the transfer of 118,500 sf from HPS Phase 2 to Candlestick Point; - Shifts Jamestown parcels from Zone 1 to Zone 2 of the BVHP Redevelopment Plan Area - Other clarifying changes 	4
Third Amendment to the CP/HPS2 DDA**	<ul style="list-style-type: none"> - Sets forth land use program revisions and updates Development Plan - Provides for relocation of 172 housing units (of which 18 are BMR) and up to 71,000 sf of commercial space originally planned within the HPS Phase 1 Project - Establishes private construction and repair and maintenance obligation for mid-block breaks and privately owned publicly accessible open space (POPOS), and remedies for failure to construct POPOS - Increases the amount of OCII staff overhead costs to be reimbursed by the Developer - Allows for disposition of Building 813 to Developer - Establish framework for obtaining or waiving Payment in Lieu of Taxes (PILOT) for Tax-Exempt Entities 	5
Development Plan (Ex. A-B-B)	<ul style="list-style-type: none"> - Land Use Map to be updated with proposed changes 	6

¹ Subject to reduction by up to 118,500 sf if, pursuant to future Commission approval, that amount is transferred to BVHP Plan area Zone 1.

² 255,000 square feet of artist space and 50,000 square feet of community use space remain unchanged.

Phasing Plan (Ex. C)	- Reduction in the number of Major Phases and Sub-Phases in both HPS Phase 2 and Candlestick - Shifts order of development in both areas	7
Schedule of Performance (Ex. D)	- Outside Dates for Application Submittal, Commencement and Completion are changed per Phasing Plan changes; - Associated Public Benefits changed to reflect proposed development plan, i.e. new Parks & Open Space Plan	8
Design Review & Document Approval Procedure (Ex. E)	- Allows for combined Major Phase Applications - Establishes a separate Parks and Open Space Design submittal process that is due later in order to allow community input to occur closer to time of construction - Other clarifying changes	9
Below-Market Rate Housing Plan (Ex. F)	- Allows for some Inclusionary Housing to be placed in a stand-alone low-income senior housing project in CP-02 - Provides Certificate of Preference Holders parking priority for Inclusionary and Workforce units if parking is less than 1:1 - Describes how 18 BMR units remaining unbuilt in Phase1 will be accounted for in CP/HPS2 Project	10
Community Benefits Plan (Ex. G)	- 75,000 sf of Maker Space must be provided in cold shell condition and must make good faith marketing efforts - Community Facilities Spaces now must be provided in Warm Shell condition and Developer takes on marketing obligations focusing on BVHP area; CAC consideration of recommended tenants included - Bi-annual Community Benefits Reports now required - Developer's discretion to provide 10,000-15,000 sf of Warm Shell for use as a community arts center as an alternative to a land parcel	11
Financing Plan (Ex. H)	- Adjusts Major Phase Allocations to new Phasing Plan - Revised Summary Proforma - Other clarifying changes	12
Infrastructure Plan (Ex. I)	- Revised to reflect proposed changes to Development Plan, Transportation Plan, Parks and Open Space Plan and Sustainability Plan	13
Parks & Open Space Plan (Ex. J)	- Reconfigures Parks and Open Spaces in HPS Phase 2 to reflect new Development Plan - Includes some refinements to Candlestick Point Parks and Open Spaces - Provides for a net increase of over 10 acres - In addition to that increase, creates an 8-acre "Green Room", a privately owned, public accessible park.	14
Sustainability Plan (Ex. K)	- Revised to reflect new Development Plan - Allows for "Eco-District" water and energy programs to be provided by Developer, including a recycled water facility and potential geo-thermal heating and cooling	15
Transportation Plan	- Reconfigures transit, vehicular, bicycle, and pedestrian routes to reflect new Development Plan	

(Ex. N)	- Shifts phasing of transit to align with Phasing Plan	16
HPS Phase 2 Design for Development (D4D)	- Replaces existing D4D; provides for new design controls to implement the proposed Development Plan	17
Seventh Amendment to the Phase 1 DDA	- Reflects relocation of 172 housing units and up to 71,000 sf of commercial space originally planned for HPS Phase 1 Project to the CP/HPS2 Project - Shifts Community Benefits Reporting from quarterly to bi-annual to match new CP/HPS2 reporting requirement	18
Project MMRP (Ex. L)	- Modifications to 16 adopted mitigation measures	20

*A Report to the Board on the Plan Amendments accompanies the Redevelopment Plan documents.

**The following remaining exhibits to the CP/HPS2 DDA are not being amended at this time:

- Ex. B: Definitions
- Ex. M: Stadium Pad Infrastructure and Stadium Related Infrastructure
- Ex. O-W "Form of" documents
- Ex. X – DD: Employment and Contracting Policies
- Ex. EE: Proforma Values for Commercial Lots

City Review of Proposed Changes

The City and SFRA entered into the Interagency Cooperation Agreement ("ICA"), dated June 3, 2010, to facilitate the implementation of the CP/HPS2 Project in accordance with the Redevelopment Plans. The ICA sets forth a framework between the City and OCII collaboration in reviewing, approving and amending land use, development, construction, and infrastructure documents and requirements for the CP/HPS2 Project. The amendment of certain Project Documents are subject to the review processes set forth under the ICA. To the extent the ICA framework applies to a Project Document, OCII and the City have coordinated any required review as set forth under the ICA.

Fiscal & Economic Impact Report

The Developer conducted an analysis of the fiscal and economic impacts of the proposed CP/HPS2 Project changes and included comparisons to the conclusions reached in the Fiscal and Economic Impact Report ("F&E Report") prepared for the 2010 CP/HPS2 Project approvals. Both reports were prepared by the Developer's consultant, Economic & Planning Systems (EPS). Estimates for the CP/HPS2 Project include the proposed land use and phasing changes, and are represented in 2017 constant dollars (as the analysis for the report began in 2017). Staff has reviewed the F&E Report in consultation with OCII's consultant team for ALH Consulting, and staff from the City's Controller's Office, and agrees with the conclusion that the amended CP/HPS2 Project will create a net positive impact to the General Fund and the local economy. Review of the underlying calculations is ongoing however with the Controller's Office as the project approvals make their way through the Board of Supervisors process, and it is possible that further refinements could result from that review. See Attachment 19 for the full F&E Report. The Report concludes the following about several key fiscal and economic indicators about the CP/HPS2 Project at full buildout:

- **General Fund Net Revenues: \$40 million**

At full buildout the CP/HPS2 Project is estimated to contribute a total of \$40.6 million in annual General Fund revenue (net of General Fund expenditures), which is over twice the 2010 estimate of \$16.1 million. Specifically, EPS estimates that General Fund revenues will be 79% higher than estimated in 2010, while General Fund expenditures are only expected to increase by 39%. When adjusted for inflation, the 2010 General Fund revenues increase by 53% in real terms, and the associated expenditure increase is 18%. Over half of the increase in General Fund revenues is driven by revenue categories driven by the Project's assessed values, including revenues from property tax, transfer tax, and property tax in-lieu of vehicle license fees. Revenue increases are also driven by increased projections of hotel tax due to higher projected hotel overnight rates, and increased projections of sales tax due to higher projected sales at Project retail uses; like the increase in assessed values, these changes are market-driven. In addition to these market-driven changes, revenue changes are also projected to result from changes in the Project development program: hotel tax revenues are projected to increase due to increased Project hotel rooms, sales tax and business tax revenues are projected to increase due to increased Project retail and office/R&D space, and parking tax revenues are projected to decrease due to reductions in Project parking spaces subject to parking tax. Additionally, some changes to projected property transfer tax revenues resulted from changes in City property tax transfer rates, and from a more specific analysis of expected property transfers and inflationary impacts. See Table 2 in the attached F&E Report for a full breakdown and comparison of General Fund Revenue and Expenditure at Project buildout.

- **Transit Surplus: \$3.4 million**

At full buildout, EPS estimates that the net annual Transit surplus related to the CP/HPS2 Project will be \$3.4 million, as compared to \$1.5 million in the 2010 report. Transit revenues are estimated to be one percent higher than in 2010, while transit expenditures are expected to be 6 percent lower than 2010. After adjusting for inflation, both transit revenues and expenditures were higher in 2010 than in 2018, though the net annual surplus was lower in the 2010 report. See Table 3 in the attached F&E Report for a full breakdown and comparison of Transportation Revenue and Expenditure at CP/HPS2 buildout.

- **Job Generation: 28,000 new jobs (using “multiplier effect”)**

At full buildout, EPS estimates that the employment-generating uses within the CP/HPS2 Project will provide approximately 15,763 jobs across a broad range of industries and occupations, up from the 9,834 jobs assumed in 2010. R&D/Office uses account for 11,000 of these jobs, with retail providing approximately 2,700 jobs. The remaining 2000+ jobs are associated with the Maker spaces, institutional uses, film and art center, hotels, and other uses. In addition, the CP/HPS2 Project will create “indirect” jobs in industries which support the new businesses located at CP/HPS2, and “induced” jobs created when the new workers spend money in the community. This is called the “multiplier effect” of new employment. The estimate for the total number of jobs generated rises to approximately 28,000. The total number jobs using the multiplier effect was estimated at 22,000 in 2010. See Table 4 for a full breakdown and comparison of Ongoing Employment at Project buildout.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

On June 3, 2010, the SFRA Commission and the San Francisco City Planning Commission, acting as co-lead agencies, prepared and certified the Final Environmental Impact Report for the CP/HPS2 Project (“Project FEIR”) in compliance with the California Environmental Quality Act (“CEQA”). On the same date, both co-lead agencies adopted findings pursuant to CEQA (“CEQA Findings”), including findings regarding the alternatives, mitigation measures and significant environmental effects analyzed in the Project FEIR, a statement of overriding considerations and a mitigation monitoring and reporting program for the CP/HPS2 Project. On July 14, 2010, the Board of Supervisors affirmed the certification of the FEIR and adopted CEQA Findings.

Subsequent to the certification of the Project FEIR, the Commission approved certain changes to the CP/HPS2 Project supported by Addendum No. 1 and Addendum No. 4. Addendum No. 1 addressed changes to the schedules for implementation of transportation system improvements in the Transportation Plan, including the Transit Operating Plan, the Infrastructure Plan and other public benefits; and minor proposed revisions in two adopted mitigations measures, TR-16 Widen Harney Way, and UT-2 Auxiliary Water Supply System. Addendum No. 4 addressed modifications to the approved Candlestick Point Design for Development, Schedule of Performance, the Candlestick Point Infrastructure Plan, the Candlestick Point Hunters Point Shipyard Phase II Transportation Plan, and proposed revisions to two adopted mitigation measures TR-16 Widen Harney Way, and TR-23.1 Maintain the Proposed Headways of the 29-Sunset. (Addenda Nos. 2 and 3 analyzed proposed changes to the Project, which are no longer being pursued).

OCII, in consultation with the Planning Department, has prepared Addendum No. 5, dated April 9, 2018 (Attachment 20). Addendum No. 5 evaluates the potential environmental effects of proposed amendments to the Hunters Point Shipyard and Bayview Hunters Point Redevelopment Plans; the Hunters Point Shipyard Phase 2 Design for Development; the Disposition and Development Agreement (Hunters Point Shipyard Phase 1) and its related documents; the Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) and its related documents, including the Infrastructure Plan; the Parks, Open Space, and Habitat Concept Plan Candlestick Point and Hunters Point Shipyard Phase II; the Sustainability Plan Briefing Document Update Candlestick Point/Hunters Point Shipyard; the Below-Market Rate Housing Plan; the Community Benefits Plan; the Phasing Plan and Schedule of Performance, Design Review and Document Approval Procedure, the Candlestick Point Hunters Point Shipyard Phase II Transportation Plan; all of the above collectively referred to in Addendum No. 5 as the 2018 Modified Project Variant.

Addendum No. 5 also recommends modifications to 16 adopted mitigation measures. Addendum No. 5 concludes that the 2018 Modified Project Variant are within the scope of the Project analyzed in the Project FEIR and will not result in any new significant impacts or a substantial increase in the severity of previously identified significant effects that alter the conclusions reached in the Project FEIR.

Based on the analysis in Addendum No. 5, OCII concludes that the analyses conducted and the conclusions reached in the Project FEIR on June 3, 2010, remain valid and the proposed Plan Amendments, the Design for Development and other document revisions included in the 2018 Updated Program, and including the proposed amendments to the Mitigation Measures, will not cause new significant impacts not identified in the Project FEIR, or substantially increase the severity of previously identified significant impacts, and no new mitigation measures will be necessary to reduce significant impacts. Further, as described in Addendum No. 5, no Project changes have occurred, and no changes have occurred with respect to circumstances surrounding the proposed Project that will require major revisions of the FEIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified significant effects, and no new information has become available that shows that the Project will cause new or more severe significant environmental impacts.

Therefore, staff recommends that the Commission make CEQA Findings that state that no subsequent or supplemental environmental review is required under CEQA beyond Addendum No. 5, and that determine that the actions identified as the 2018 Modified Project Variant in Addendum No. 5 are within the scope of the Project analyzed in the Project FEIR and require no further environmental review beyond the Project FEIR pursuant to CEQA and CEQA Guidelines Sections 15180, 15162, and 15163.

PUBLIC REVIEW AND COMMUNITY OUTREACH

The proposed changes to the land use program for the CP/HPS2 Project were subject to the following community input.

- On August 10, 2017, presented to the Hunters Point Shipyard CAC Planning, Development and Finance Subcommittee on the proposed HPS/CP Project updates;
- On October 16, 2017, hosted a Community Open House and presentation in conjunction with the Hunters Point Shipyard Citizens Advisory Committee on the HPS/CP Project updates;
- On November 9, 2017, presented to the Hunters Point Shipyard Planning, Development and Finance CAC Subcommittee on the updated Parks and Open Space Plan;
- On November 13, 2017, presented to the Hunters Point Shipyard Citizens Advisory Committee on the updated Parks and Open Space Plan;
- On January 27, 2018, hosted a Community Open House on the HPS/CP Project updates;
- On February 8, 2018, presented to the Hunters Point Shipyard Planning, Development and Finance CAC Subcommittee on the proposed HPS/CP Project updates;
- On March 6, 2018, presented to the Park, Recreation and Open Space Advisory Committee on the updated Parks and Open Space Plan;
- On March 15, 2018, presented to the Recreation and Park Commission on the updated Parks and Open Space Plan;
- On March 15, 2018, presented to the Hunters Point Shipyard CAC Housing Subcommittee on the updated Below-Market-Rate Housing Plan;
- On March 15, 2018, presented to the Hunters Point Shipyard Business and Employment CAC Subcommittee on the Building 813, Maker Space, and Community Facilities Space proposal.
- On March 20, 2018, presented an informational workshop to the Commission on Community Investment and Infrastructure.
- On March 21, 2018, presented to the Historic Preservation Committee on the potential adaptive re-use of legacy Navy buildings;
- On March 22, 2018, presented to the Planning Commission on the CPHPS2 Project updates;
- On March 23, 2018, presented to SFMTA Policy and Governance Subcommittee on the updated Transportation Plan;
- On April 2, 2018 and April 9, 2018, presented to the full Hunters Point Shipyard Housing CAC on the 2018 Updated Program;
- On April 10, 2018, a presented to the MTA Citizen Advisory Council's Operation and Transit Services Subcommittee on the updated Transportation Plan.

CAC Review and Comments

As noted above, the Developer presented the proposed project changes to the Hunters Point Shipyard CAC through a variety of informational workshops at sub-committee and full CAC meetings. The full CAC took final approval action on April 9, 2018. At that meeting, some CAC members, as well as members of the public, expressed that

there was not adequate time given to review the large volume of documents, which were sent at the end of the previous week. Other CAC members and members of the public stated that the months of workshops and the previous weekend was sufficient time to adequately review the material, and that further delay was unwarranted. Of the members present, seven voted to recommend approval of the project changes, three voted against the action, and one member abstained.

CONCLUSION & NEXT STEPS

The Developer has worked closely with staff from OCII and numerous City departments, and has conducted public outreach to solicit feedback from the community and is now proposing a development program that will result in a thriving mixed-use community, one that will allow the CP/HPS2 Project and the neighborhood to take part in the City and the region in the expanding economy of the City and the region.. The updated development program supports the following five key principles:

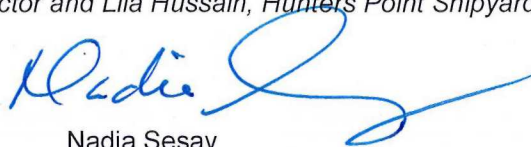
- A more integrated community that provides a greater mixes of uses, including institutional (e.g. schools), an expanded retail offering including Maker Space, and hotel uses. The addition of institutional uses provides new learning opportunities for students, while Maker Space will provide much needed facilities for San Francisco's creative class;
- A more diverse and robust mix of uses which will facilitate increased job generation;
- A new urban grid that reinforces HPS Phase 2's historic and industrial fabric and allows for greater potential to retain and adaptively re-use legacy buildings;
- A re-imagining of parks and open space to include the Green Room and Water Room, which will provide a backdrop to urban life; and
- The incorporation of best practice green infrastructure.

Importantly, the proposed land use program retains its commitment to affordable housing, with approximately 32% of dwellings units at the Candlestick Site and HPS Phase 2 still planned as below-market rate housing. In addition to direct investments in affordable housing, the CP/HPS2 Project will generate substantial property tax increment revenues for affordable housing in the City.

Next Steps

To implement the 2018 Updated Program, a series of actions are required to approve the changes to the Redevelopment Plans, the CP/HPS2 DDA and its Exhibits, the Phase 2 D4D, and the Phase 1 DDA. Upon Commission approval of the requested actions, staff will proceed to seek necessary approval actions from the Planning Commission, the Municipal Transportation Agency Board, the Oversight Board, the Board of Supervisors, the California Department of Finance, and the State Lands Commission.

(Originated by Sally Oerth, Deputy Director and Lila Hussain, Hunters Point Shipyard Project Manager)



Nadia Sesay
Executive Director

Attachment 1:	Current Development Plan (CP/HPS2 DDA Ex. A-B-B as of 2010)
Attachment 2:	Land Use Comparison Table
Attachment 3a:	HPS Redevelopment Plan Amendment – Description of Changes
Attachment 3b:	HPS Redevelopment Plan Amendment
Attachment 3c:	Report to the Board on the HPS Plan Amendment
Attachment 4a:	BVHP Redevelopment Plan Amendment – Description of Changes
Attachment 4b:	BVHP Redevelopment Plan Amendment
Attachment 4c:	Report to the Board on the BVHP Plan Amendment
Attachment 5a:	Third Amendment to the CP/HPS2 DDA – Description of Changes
Attachment 5b:	Third Amendment to the CP/HPS2 DDA
Attachment 6a:	Proposed Development Plan – Description of Changes
Attachment 6b:	Proposed Development Plan (CP/HPS2 DDA Ex A-B-B as of 2018)
Attachment 7a:	Phasing Plan – Description of Changes
Attachment 7b:	Phasing Plan
Attachment 8a:	Schedule of Performance – Description of Changes
Attachment 8b:	Schedule of Performance
Attachment 9a:	DRDAP – Description of Changes
Attachment 9b:	DRDAP
Attachment 10a:	BMR Housing Plan – Description of Changes
Attachment 10b:	BMR Housing Plan Amendments
Attachment 11a:	Community Benefits Plan – Description of Changes
Attachment 11b:	Community Benefits Plan Amendments
Attachment 12a:	Financing Plan – Description of Changes
Attachment 12b:	Financing Plan Amendments
Attachment 13a:	Infrastructure Plan – Description of Changes
Attachment 13b:	Infrastructure Plan
Attachment 14a:	Parks & Open Space Plan – Description of Changes
Attachment 14b:	Parks & Open Space Plan
Attachment 15a:	Sustainability Plan – Description of Changes
Attachment 15b:	Sustainability Plan
Attachment 16a:	Transportation Plan – Description of Changes
Attachment 16b:	Transportation Plan
Attachment 17a:	HPS Phase 2 Design for Development – Description of Changes
Attachment 17b:	HPS Phase 2 Design for Development
Attachment 18a:	Seventh Amendment to the HPS Phase 1 DDA – Description of Changes
Attachment 18b:	Seventh Amendment to the HPS Phase 1 DDA
Attachment 19:	Draft Fiscal and Economic Impact Report
Attachment 20:	Addendum 5 to the Project FEIR

Attachment 1:	<u>Current Development Plan (CP/HPS2 DDA Ex. A-B-B as of 2010)</u>
Attachment 2:	<u>Land Use Comparison Table</u>
Attachment 3a:	<u>HPS Redevelopment Plan Amendment – Description of Changes</u>
Attachment 3b:	<u>HPS Redevelopment Plan Amendment</u>
Attachment 3c:	<u>Report to the Board on the HPS Plan Amendment</u>
Attachment 4a:	<u>BVHP Redevelopment Plan Amendment – Description of Changes</u>
Attachment 4b:	<u>BVHP Redevelopment Plan Amendment</u>
Attachment 4c:	<u>Report to the Board on the BVHP Plan Amendment</u>
Attachment 5a:	<u>Third Amendment to the CP/HPS2 DDA – Description of Changes</u>
Attachment 5b:	<u>Third Amendment to the CP/HPS2 DDA</u>
Attachment 6a:	<u>Proposed Development Plan – Description of Changes</u>
Attachment 6b:	<u>Proposed Development Plan (CP/HPS2 DDA Ex A-B-B as of 2018)</u>
Attachment 7a:	<u>Phasing Plan – Description of Changes</u>
Attachment 7b:	<u>Phasing Plan</u>
Attachment 8a:	<u>Schedule of Performance – Description of Changes</u>
Attachment 8b:	<u>Schedule of Performance</u>
Attachment 9a:	<u>DRDAP – Description of Changes</u>
Attachment 9b:	<u>DRDAP</u>
Attachment 10a:	<u>BMR Housing Plan – Description of Changes</u>
Attachment 10b:	<u>BMR Housing Plan Amendments</u>
Attachment 11a:	<u>Community Benefits Plan – Description of Changes</u>
Attachment 11b:	<u>Community Benefits Plan Amendments</u>
Attachment 12a:	<u>Financing Plan – Description of Changes</u>
Attachment 12b:	<u>Financing Plan Amendments</u>
Attachment 13a:	<u>Infrastructure Plan – Description of Changes</u>
Attachment 13b:	<u>Infrastructure Plan</u>
Attachment 14a:	<u>Parks & Open Space Plan – Description of Changes</u>
Attachment 14b:	<u>Parks & Open Space Plan</u>
Attachment 15a:	<u>Sustainability Plan – Description of Changes</u>
Attachment 15b:	<u>Sustainability Plan</u>
Attachment 16a:	<u>Transportation Plan – Description of Changes</u>
Attachment 16b:	<u>Transportation Plan Appendix and Transportation Plan</u>
Attachment 17a:	<u>HPS Phase 2 Design for Development – Description of Changes</u>
Attachment 17b:	<u>HPS Phase 2 Design for Development</u>
Attachment 18a:	<u>Seventh Amendment to the HPS Phase 1 DDA – Description of Changes</u>
Attachment 18b:	<u>Seventh Amendment to the HPS Phase 1 DDA</u>
Attachment 19:	<u>Draft Fiscal and Economic Impact Report</u>
Attachment 20:	<u>Addendum 5 to the Project FEIR</u>

Attachment 1
EXHIBIT A-B-B
DEVELOPMENT PLAN
(NON-STADIUM ALTERNATIVE)



- Community Facilities Lots
- Mixed-use
- Retail/commercial
- Residential
- Research & Development

- 1 – Alice Griffith Site
- 2 – Marina
- 3 – Fire Station Lot
- 4 – Mixed-use Facility

LNNAR
URBAN

0 1,000 2,000 4,000'

June 3, 2010

Land Use Changes Resulting from the Proposed Third Amendment to HPS2/CP DDA

	CANDLESTICK			HPS Phase 2			TOTAL		
	2010	Change	2018	2010	Change	2018	2010	Change	2018
HPS2/CP Housing Units	6,225	993	7,218	4,275	-821	3,454	10,500	172	10,672 UNITS
Parks & Open Space Acreage	104.8	0.9	105.7	222.2	9.8	232.0	327.0	10.7	337.7 ACRES
Artist Studio	0	0	0	255,000	0	255,000	255,000	0	255,000 SF
Community Use	50,000	0	50,000	50,000	0	50,000	100,000	0	100,000 SF
FAC/Performance Venue	75,000	0	75,000	0	0	0	75,000	0	75,000 SF
Hotel	150,000	0	150,000	0	120,000	120,000	150,000	120,000	270,000 SF
Institution	0	0	0	0	410,000	410,000	0	410,000	410,000 SF
R&D/Office	150,000	0	150,000	3,000,000	1,265,000	4,265,000	3,150,000	1,265,000	4,415,000 SF
Regional Retail	635,000	0	635,000	0	100,000	100,000	635,000	100,000	735,000 SF
Neighborhood Retail	125,000	0	125,000	125,000	101,000	226,000	250,000	101,000	351,000 SF
Maker Space	0	0	0	0	75,000	75,000	0	75,000	75,000 SF
Non-Residential Square Footage	1,185,000	0	1,185,000	3,430,000	2,071,000	5,501,000	4,615,000	2,071,000	6,686,000 SF

HUNTERS POINT SHIPYARD (HPS) REDEVELOPMENT PLAN AMENDMENT

SUMMARY

The proposed 2018HPS Redevelopment Plan amendment (Plan Amendment) primarily focuses on the reduction of R&D/office uses currently authorized under the Plan by approximately 730,000 square feet, to 4.265million square feet, with accompanying increases to, or addition of new, commercial uses, including retail, hotel and institutional uses, which maintaining an overall level of nonresidential development of 5,501,000 square feet. The Plan Amendment also allows adjustment to specified land use square footages, and conversion to other permitted land uses within the Plan area, subject to OCII Commission approval and maintenance of the overall 5.501M square-foot cap. In addition, the Plan Amendment allows reduction of research and development/office square footage at HPS Phase 2 and transfer of the reduction to Zone 1 of the BVHP Project Area, subject to OCII Commission approval and any necessary environmental review. Other amendments include clarification on private infrastructure, land use definitions (including addition, revision and deletion) to align with the updated development program, applicability of new city regulations (as they relate to cannabis and short term accommodation) and the art fee.

DETAILED AMENDMENT OVERVIEW

Development program updated to reflect 2018 revised development proposal (Updated Program):

	2010		2018	
Maximum Dwelling Units in Plan Area	5,875	UNITS	5,875	UNITS
Proposed Dwelling Units	4,275	UNITS	3,454	UNITS
Artist Studio	255,000	SF	255,000	SF
Community Use	50,000	SF	50,000	SF
Institutional	0	SF	410,000	SF
Hotel	0	SF	120,000	SF
R&D Office	5,000,000	SF	4,265,000	SF
Retail	125,000	SF	401,000	SF
	5,420,000	SF	5,501,000	SF

Amendments to the HPS Redevelopment Plan include:

§II.A Objectives

- Deleted “provide the opportunity to build a state of the art sports facility”
- Added “position the Project Area at the vanguard of technology development and production as well as associated labor markets. Accommodate new, emerging, and unforeseen uses not specifically identified herein.”
- Amended “Provide sufficient flexibility in the development of real property within the Project Area to respond readily and appropriately to market connections and innovations.”
- Added “provide opportunities and support for privately owned “eco-district” utility infrastructure than helps achieve community and ecological priorities within the Project Area.”

§II.B.1 Land Use Districts

- Clarified language regarding permitted private infrastructure, including the eco-district, and identification of such private infrastructure and accessory components as Principal or Secondary Uses, or accessory to other Principal Uses.
- Amended names of Districts to align with the Design for Development (D4D)
 - Shipyard North Residential District → North Shoreline District
 - Shipyard Village Center Cultural District → Village Center District
 - Shipyard Research & Development District → Wharf District
 - Shipyard South Multi-Use District → Warehouse District
 - Shipyard Shoreline Open Space District → Parks & Open Space District

§II.B.2-7

- Grammatical clean-up where appropriate
- Deleted permitted uses that are not a defined Use e.g. public restroom, picnic and BBQ facilities, information kiosks and shade structures, passive recreation, plazas and promenades, wetland restoration, maintenance facilities, visitor parking etc.) (all are accessory structures to other permitted Uses)

§II.B.2 Hunters Point Hill Residential District

- Prohibited Use
 - added Cannabis-Related Uses

§II.B.3 North Shoreline District [formally Shipyard North Residential District]

- Principal Use
 - added Post-Secondary Intuition (previously secondary use)
 - deleted exclusion on on-site dry cleaning plant on Dry Cleaning Facility
- Secondary Use
 - added Maker Space
- Prohibited Use
 - added Cannabis-Related Uses

§II.B.4 Village Center District [formally Shipyard Village Center Cultural District]

- Principal Use
 - deleted exclusion on on-site dry cleaning plant on Dry Cleaning Facility
 - added Maker Space
 - replaced Health services with Medical Services

§II.B.5 Wharf District [formerly Shipyard Research & Development District]

- Deleted restriction on limited residential units to 440 units; differing densities under the revised D4D may allow additional number of units, but only on areas of the District that are consistent with earlier-permitted locations for residential use .
- Principal Use
 - added Hotel, Regional Retail Sales and Services, health club, fitness, gymnasium or exercise facility, Grocery Store and Maker Space
 - amended Neighborhood Retail Sales & Services to increase threshold to 12,000 sf tenancy size

- deleted exclusion on on-site dry cleaning plant on Dry Cleaning Facility and Fire Station (included within definition of Community Use)
- added restrictions regarding sensitive land uses to uses that emit toxic air contaminants
- Secondary Uses
 - added Service station

§II.B.6 Warehouse District [Formerly Shipyard South Multi-Use District]

- Deleted reference to stadium option from District objectives.
- Principal Use
 - deleted Athletic and Recreational Facility Uses
 - added Amusement Enterprise, Performance Arts, Hotel, Regional Retail Sales and Services, Grocery Store, Maker Space, health clubs, fitness, gymnasium, or exercise facilities, Recycled Water Treatment Facility, geothermal borefields and Internet Service Exchange; Park, Public Recreation and marina-related facilities.
 - deleted exclusion on on-site dry cleaning plant on Dry Cleaning Facility
 - clarified restrictions regarding sensitive land uses to uses that emit toxic air contaminants
- Secondary Use
 - Added service station
 - Deleted Post-Secondary School

§II.B.7 Parks & Open Space District [formally Shipyard Shoreline Open Space District]

- Principal Use
 - Added Park, Public Recreation, open air marketplace, Community Use, Performance Arts and Geothermal Borefields.

§II.B.8 Environmental Restrictions

- Update and identify which Navy Parcels have been issued Final Records of Decision since last plan amendment.

§II.C.3 Stadium Parking

- Deleted section.

§II.D.1(c) Permitted New City Regulations

- Added that the City Municipal Code (excluding Planning Code provisions) and related regulations as they apply to Cannabis-Related Uses are permitted New City Regulations.
- Added that City Municipal Code (excluding Planning Code provisions) and related permitting program as they apply to Short Term Rentals are permitted New City Regulations

§II.D.3 Limitation on the Number of Dwelling Units

- Deleted reference to stadium scenario
- Added clarifying language that CP, HPS1 & HPS2 cannot exceed 12,100 without prior OCII approval and environmental review.

§II.D.4 Limitation on Type, Size, and Height of Buildings

- Added language to allow for the adjustment to specified square footages of permitted land uses and also conversion to other permitted uses, subject to OCII Commission approval (including

attendant environmental review); and that the total square footage does not exceed the Shipyard project cap.

- Added language to allow for the reduction of research and development/office square footage at HPS Phase to and transfer of the same amount to Candlestick Point Zone 1, subject to OCII Commission approval (including attendant environmental review); and that the transferred square footage does not exceed 118,500 square feet.

§II.D.6 Development Fees and Exactions

- Added language to allow public art installed and maintained via funds from the Arts Fee to be located at either Shipyard or Candlestick.

§III.E. Retention-Rehabilitation

- Removed reference to Building 813 being a building required to be retained; however still contemplated for potential adaptive re-use.

§VII. Added cross reference to deviations from certain development control as allowed in the D4D

§ XI. Definitions

- Added definitions:
 - 2018 Plan Amendment Date, Battery Storage System, Cannabis-Related Use, Institutional Use, Maker Space, POPOS, Recycled Water Treatment Facility, Short-Term Rental, Stormwater Best Management Practice and Telecommunications/Fiber System.
- Amended definitions
 - Accessory Use, District Heating and Cooling Facility, Neighborhood Retail Sales & Services, Office, and Regional Retail Sales and Services.
- Deleted definitions:
 - Medical Cannabis Dispensary

Maps

- Replaced to reflect updated grid/street/block structure of master plan

Attachment B: Authorized Public Improvements

- Added language regarding public improvements connected to private sustainability (e.g. eco-district) infrastructure

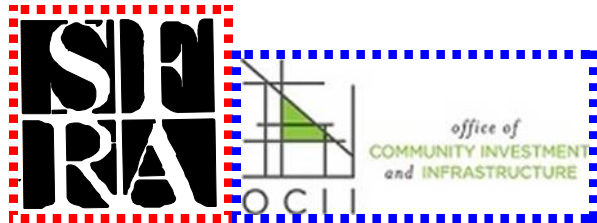
HUNTERS POINT SHIPYARD REDEVELOPMENT PLAN

JULY 14, 1997

Amended August 3, 2010

Amended June 22, 2017

Amended, 2018



**SUCCESSOR AGENCY TO THE SAN FRANCISCO
REDEVELOPMENT AGENCY**

~~August 3, 2010~~

, 2018

REDEVELOPMENT PLAN for the

HUNTERS POINT SHIPYARD PROJECT AREA

HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT

REDEVELOPMENT PLAN

CONTENTS

I. DESCRIPTION OF PROJECT

A.	Project Boundaries	5 <u>1</u>
B.	The Citizens Advisory Committee Planning Guidelines – A Statement of General Principals	5 <u>1</u>
	1. Create Jobs and Economic Vitality	5 <u>2</u>
	2. Support Existing Businesses and Artists' Community	5 <u>2</u>
	3. Create Appropriate Mix of New Businesses	5 <u>2</u>
	4. Balance Development and Environmental Conservation	6 <u>2</u>
	5. Facilitate Appropriate Immediate Access	6 <u>2</u>
	6. Integrate Land Uses	6 <u>2</u>
	7. Acknowledge History	6 <u>3</u>
C.	Existing Conditions	6 <u>3</u>
D.	Summary of Proposed Actions	6 <u>3</u>

II. PROJECT PLAN

A.	Objectives	7 <u>3</u>
B.	Land Uses	8 <u>5</u>
	1. Land Use Districts	8 <u>5</u>
	2. Hunters Point Hill Residential District	10 <u>7</u>
	3. Shipyards North Residential <u>Shoreline</u> District	10 <u>7</u>
	4. Shipyards Village Center Cultural District	12 <u>9</u>
	5. Shipyards Research and Development <u>Wharf</u> District	13 <u>10</u>
	6. Shipyards South Multi-Use <u>Warehouse</u> District	15 <u>12</u>
	7. Shipyards Shoreline <u>Parks and</u> Open Space District	17 <u>14</u>
	8. Environmental Restrictions	17 <u>15</u>
C.	Temporary and Interim Uses	18 <u>15</u>
	1. Temporary Uses	18 <u>15</u>
	2. Interim Uses	18 <u>16</u>
	3. Interim Stadium Parking	19
D.	Standards for Development	19 <u>16</u>
	1. Applicability of City Regulations; City's Duty to Protect Public Health and Safety	19 <u>17</u>
	2. Limitation on the Number of Buildings	22 <u>19</u>
	3. Limitation on the Number of Dwelling Units	22 <u>19</u>

	4. Limitation on Type, Size and Height of Buildings	22 <u>19</u>
	5. Office Development Limitations	23 <u>20</u>
	6. Development Fees and Exactions	23 <u>21</u>
	7. Shadow on Recreation and Park Property	24 <u>22</u>
E.	Retention-Rehabilitation	25 <u>22</u>
F.	Density Bonus	25 <u>22</u>
G.	Streets Plan	25 <u>23</u>
III.	PROJECT PROPOSALS	
A.	Rehabilitation and New Development	26 <u>23</u>
B.	Owner and Tenant Preference	26 <u>24</u>
C.	Acquisition of Real Property	27 <u>24</u>
D.	Acquisition of Personal Property	27 <u>24</u>
E.	Property Management	27 <u>24</u>
F.	Payment of Taxes	27 <u>24</u>
G.	Relocation	27 <u>25</u>
H.	Demolition and Clearance	28 <u>25</u>
I.	Public Improvements and Public Facilities	28 <u>25</u>
J.	Preparation of Building Sites	28 <u>25</u>
K.	Disposition of Real Property	28 <u>25</u>
L.	Disposition and Development Documents	29 <u>26</u>
M.	Disposition of Personal Property	29 <u>26</u>
N.	Replacement Housing	29 <u>27</u>
O.	Redeveloper's Obligations	29 <u>27</u>
IV.	METHODS FOR PROJECT FINANCING	
A.	General	30 <u>28</u>
B.	Tax Allocation	30 <u>28</u>
V.	ACTIONS BY THE CITY	32 <u>30</u>
VI.	PROCEDURE FOR AMENDMENT	33 <u>30</u>
VII.	PROCEDURE FOR VARIANCE	33 <u>31</u>
VIII.	DURATION OF PLAN	33 <u>31</u>
IX.	ENFORCEMENT OF PLAN	34 <u>31</u>
X.	SEVERABILITY	34 <u>31</u>
XI.	DEFINITIONS	34 <u>32</u>

Exhibits:

Map 1: Boundary Map

Map 2: Land Use Districts Map

[Map 2A: Private Infrastructure](#)

Map 3: Existing Buildings

~~Maps~~[Map 4A, 4B and 4C](#): Street ~~Plans~~[Plan](#)

Attachments:

Attachment A: Legal Description of the Project Area

Attachment B: Authorized Public Improvements

Attachment C: Planning Code Section 314

Attachment D: Planning Code Section 295

Attachment E: Planning Commission Resolution 18102

[Attachment F: Proposition O \(2016\)](#)

HUNTERS POINT SHIPYARD REDEVELOPMENT PROJECT

REDEVELOPMENT PLAN

This Redevelopment Plan (this “**Plan**”) for the Hunters Point Shipyard Redevelopment Project Area (the “**Project Area**”) consists of the following text, maps and attachments: (a) the maps are: Map 1: Boundary Map; Map 2: Land Use Districts Map; Map ~~2a: Private Infrastructure; Map~~ 3: Existing Buildings; and ~~Maps~~Map 4A, 4B and 4C: Street ~~Plans~~Plan; and (b) the attachments are: Attachment A: Legal Description of the Project Area; Attachment B: List of Public Improvements; Attachment C: Planning Code Section 314; Attachment D: Planning Code Section 295; ~~and~~ Attachment E: Planning Commission Resolution 18102 (subject to Section II.D.5 below), and Attachment F: Proposition O.

This Plan was adopted on July 14, 1997 (Ordinance No. 285-97) and amended on August 3, 2010 (Ordinance No. 211-~~10, and 10~~), on June 22, 2017 (Ordinance No. 122-17), ~~and on~~ 2018 (Ordinance No. _____). This Plan was prepared in accordance with the California Community Redevelopment Law (as amended from time to time, the “**CRL**”) and pursuant to Chapter 4.5 therein, which governs the redevelopment of closed military bases. During the preparation of this Plan, the Redevelopment Agency of the City and County of San Francisco (the “**Agency**”) consulted with the Mayor’s Hunters Point Shipyard Citizens Advisory Committee (the “**CAC**”), the San Francisco Planning Commission, and with other departments and offices of the City and County of San Francisco (the “**City**”). This Plan conforms with the General Plan of the City insofar as the General Plan applies to the Project. Any development within the jurisdiction of the Bay Conservation and Development Commission shall conform to the San Francisco Bay Plan.

The proposed redevelopment of the Project Area as described in this Plan is consistent with the San Francisco General Plan, the Bayview Hunters Point Area Plan, and the Hunters Point Shipyard Sub-Area Plan as ~~adopted and amended by the Planning Commission on June 3, 2010, of the 2018 Plan Amendment Date~~, and is in conformity with the eight Priority Policies of Section 101.1 of the San Francisco Planning Code (the “**Planning Code**”).

This Plan sets forth the objectives and the basic land use controls within which specific redevelopment activities in the Project Area will be pursued. It is consistent with provisions of the CRL in effect at the date of adoption of this Plan and as of the ~~2017~~2018 Plan Amendment Date.

I. DESCRIPTION OF PROJECT

A. Project Boundaries

The boundaries of the Project Area are indicated on Map 1: Boundary Map and the legal description of the Project Area is provided in Attachment A: Legal Description of the Project Area. The Project Area consists of Real Property within the City and County of San Francisco, State of California.

B. The Citizens Advisory Committee Planning Guidelines - A Statement of General Principles

The planning process for the reuse of the Project Area is complex, involving the Mayor’s Hunters Point Shipyard Citizens Advisory Committee and a host of citizen groups and government agencies. The planning process establishes the roles of these various entities, as well as the timeframe during which certain actions must occur. The process began in earnest

in 1993 when the CAC convened to formulate goals and preferred uses for the Shipyard site. The CAC adopted a set of planning guidelines to frame their ideas for the development and reintegration of the Shipyard into the social, economic and physical fabric of Bayview Hunters Point and the City of San Francisco at an intensive conference and public workshop that they sponsored in February 1994. The CAC guidelines represent a strong group consensus and the CAC feels that they should set the tone for the renewal of the Project Area. These planning guidelines are outlined below:

1. Create Jobs for Economic Vitality

Encourage land uses that will foster employment, business and entrepreneurial opportunities, cultural and other public benefits for residents of San Francisco. South Bayshore residents and businesses should be given priority. Legislative and administrative regulation mandating preference to South Bayshore residents and businesses in the course of the environmental remediation, redevelopment and reuse of the property should be used to facilitate this objective. Existing training and educational programs will be supported and new programs created as needed.

2. Support Existing Businesses and Artists' Community

New uses should be compatible with existing South Bayshore businesses, Shipyard businesses and artists, and other sectors of San Francisco's economy. Maintain the large community of artists and artisans on the Shipyard, providing for their need for flexible low-cost space, while accommodating the full diversity of arts and culture in the South Bayshore community. Expand the scope of activities to accommodate the full range of arts and culture.

3. Create Appropriate Mix of New Businesses

Encourage diversity with a mix of large, medium and small businesses to generate revenues for the City's general fund and stimulate the economy of the South Bayshore community. Diversify San Francisco's economic base by restoring its industrial sector with uses based on futuristic technologies tied to regional, national and international markets and economics. Target industries and businesses with a likelihood for long-term growth, such as multimedia, biotech and video-film.

4. Balance Development and Environmental Conservation

Balance development with reclamation of the natural ecology of the southeast waterfront with targeted uses that are environmentally appropriate for the San Francisco Bay. Use the toxic cleanup process to develop training, employment and business opportunities consistent with Guideline #1.

5. Facilitate Appropriate Immediate Access

Incorporate an action program to enable immediate access to existing Shipyard facilities, giving preference to South Bayshore businesses and organizations. Transitional uses in the Shipyard should be consistent with, and not deter, long-term development of the Shipyard in accordance with these Master Plan Guidelines.

6. Integrate Land Uses

Integrate new uses at the Shipyard into current plans for the Bayview area. Plan for the integration of passive and active open space, affordable housing, transportation and traffic circulation, while minimizing land use conflicts between housing and industry.

7. Acknowledge History

Include uses that acknowledge the history of the original Native American inhabitants of the Hunters Point area and historic relationship of Bayview Hunters Point's African-American community to the Shipyard.

C. Existing Conditions

The Project Area is characterized by conditions of blight. Physical conditions include buildings in which it is unsafe or unhealthy for persons to live or work, and the existence of factors that prevent or substantially hinder the economically viable reuse of buildings and areas. Economic conditions include depreciated or stagnant property values, properties containing hazardous wastes, abnormally high business vacancies, abandoned buildings, and excessive vacant lots within an area formerly used as a military base.

D. Summary of Proposed Actions

The Agency, in accordance with and pursuant to applicable Federal and State laws as well as those local laws that are applicable pursuant to this Plan, will remedy, or cause to be remedied, the conditions causing blight presently existing in the Project Area by some or all of the following measures:

1. Rehabilitation, alteration, modernization, general improvement or any combination thereof (hereinafter called “**rehabilitation**”) of certain existing structures.
2. Acquisition of real property by purchase, gift, devise, exchange, condemnation, lease, or any other lawful means.
3. Relocation of certain commercial and industrial occupants presently located in structures that may be subject to acquisition or rehabilitation.
4. Demolition, removal, or clearance of certain existing buildings structures, and improvements.
5. Installation, construction, or reconstruction of streets, utilities, and other public improvements or facilities.
6. Disposition of all land acquired by the Agency for reuse in accordance with this Plan, the Hunters Point Shipyard Phase 1 Design for Development, the Hunters Point Shipyard Phase 2 Design for Development, and such additional conditions as may be established by the Agency in any manner authorized by law in order to carry out the purposes of redevelopment.
7. Formulation and administration of rules governing reasonable preference to owners or tenants of business, or other types of real property who are displaced from the Project Area to reenter the Project Area.

II. PROJECT PLAN

A. Objectives

The objectives of the actions proposed by this Plan are 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, educational and arts activities; research, industrial and training activities; and housing.
4. Provide for the development of mixed-income housing:
 - With regard to this objective, the project-wide aggregate income-mix goal includes that at least 15% of the housing be affordable to persons and families of low or moderate income.
 - The term "persons and families of low or moderate income" has the same meaning as defined in Section 50093 of the California Health and Safety Code.
5. Provide public parks, open space, and other community facilities.
6. Administer lands granted to the Agency by the State of California consistent with the Public Trust and reconfigure those lands in a manner that enhances their value for Public Trust purposes, in accordance with Chapter 203 of the Statutes of 2009 (as amended from time to time, the "Granting Act").
7. Retain, improve, and re-use historic structures, where feasible, as part of a program to feature the history of people, buildings, and uses at the Shipyard.
8. Provide for infrastructure improvements, including: streets and transportation facilities; open space and recreation areas; and utilities for water, sewer, gas, and electricity.
9. Remove conditions of blight in the form of buildings, site improvements, and infrastructure systems that are substandard and serve as impediments to land development.
10. Encourage use of the most cost-effective, energy efficient, and environmentally sustainable development techniques feasible.
11. Retain those existing viable industries and businesses currently located in the Project Area.
12. ~~Provide the opportunity to build a state-of-the-art sport facility.~~ Position the Project Area at the vanguard of technology development and production as

well as associated labor markets. Accommodate new, emerging, and unforeseen uses not specifically identified herein.

13. Provide sufficient flexibility in the development of real property within the Project Area to respond readily and appropriately to market conditions and innovations.

14. Provide opportunities and support for privately owned “eco-district” utility infrastructure that helps achieve community and ecological priorities within the Project Area.

B. Land Uses

Map 1: Boundary Map, Map 2: Land Use Districts Map, Map 2a: Private Infrastructure, Map 3: Existing Buildings, and ~~Maps Map 4A, 4B and 4C: Street Plans illustrate~~ Plan illustrates the location of the Project Area boundaries, existing buildings, major streets in the Project Area and land uses permitted in the Project Area.

1. Land Use Districts

The Project Area consists of several mixed use districts (each referred to as a “**District**” or “**Land Use District**”) as shown on Map 2: Land Use Districts Map. The map shows the general boundaries of the Districts; precise boundaries of the Districts are to be interpreted in light of the objectives of this Plan at the time specific parcels are subdivided in accordance with City and State subdivision laws.

Allowable land uses within each District will be all those that are consistent with the character of the District as described in this Plan. The specific uses identified below and on Map 2 for each District illustrate the appropriate scope and nature of permitted uses.

Principal Uses. Within each District, “**Principal Uses**” shall be allowed as of right.

Secondary Uses. Within each District, “**Secondary Uses**” shall be allowed through the determination of the Agency Commission or its designee, provided that such use: (a) generally conforms with the redevelopment objectives of this Plan, the objectives of the District as set forth in this Plan and applicable Hunters Point Shipyard Design for Development (Phase 1 or Phase 2); (b) is compatible with the District’s Principal Uses, nearby public facilities, and broader community; (c) is consistent with the Mitigation Measures and appropriately mitigates any adverse impacts; and (d) does not at the proposed size and location materially impede the planned uses and development of the District or Project Area. The Agency Commission or its designee may place conditions on the Secondary Use as necessary to make the findings in clauses (a) through (d) above.

Non-Designated Uses. Uses that are proposed but are not specifically defined herein (“**Non-Designated Uses**”) may be classified by the Executive Director as Principal Uses, Secondary Uses, Temporary Uses, Interim Uses, or Prohibited Uses. The Executive Director or his or her designee may allow a Non-Designated Use as a Principal Use subject to approval by the Agency Commission, provided the Executive Director or his or her designee finds that such Non-Designated Use: (a) is consistent with the other Principal Uses allowed in the applicable District; (b) is consistent with the objectives for the applicable District; (c) generally conforms with the applicable Hunters Point Shipyard Design for Development (Phase 1 or Phase 2); and (d) is consistent with the Mitigation Measures and appropriately mitigates any adverse impacts.

For Temporary or Interim Uses, the Executive Director shall in addition make the findings required for such uses as set forth in Sections C.1 and C.2 below.

In the event the Executive Director determines that a Non-Designated Use should be evaluated as a potential Secondary Use rather than a Principal Use, the Executive Director shall require that the proposed use be considered by the Agency Commission pursuant to the Secondary Use process set forth above.

Prohibited Uses. Within most Districts, certain land uses are expressly prohibited in order to maintain the intended character of the District, avoid conflicts of land uses, or maintain public welfare in response to specific conditions of the District (“**Prohibited Uses**”). The following uses will be Prohibited Uses in all Districts within the Project Area: ~~Medical Cannabis Clubs~~; Mortuary; and Adult Entertainment uses.

Provisions Applicable Generally.

Certain lands within the Project Area are or may be subject to the Public Trust. The Public Trust doctrine limits the uses that are permitted on Public Trust lands. A Principal Use or Secondary Use shall be permitted on Public Trust land only to the extent the use is permitted under the Public Trust and is consistent with the Agency’s management of those lands on behalf of the State for Public Trust purposes. Thus, even though a particular use or uses may be shown as a permitted Principal Use or Secondary Use within the Project Area, that use or uses may nevertheless not be permitted on lands subject to the Public Trust within the Project Area.

In all cases below, the height, bulk, setback, parking and open space requirements will be established in the Hunters Point Shipyard Phase 1 Design for Development and Hunters Point Shipyard Phase 2 Design for Development, provided that development thereunder shall not exceed the limits established in Section II.D.4.

Parking is a permitted Accessory Use to every Principal Use and Secondary Use permitted in each Land Use District. The design and location of parking is controlled by the applicable Design for Development.

Infrastructure elements that are required to provide access, utilities, and public services to the development described in this Section II.B ~~shall be allowed as Principal Uses, as described in or consistent with the Infrastructure Plan for the Hunters Point Shipyard Phase 2-Candlestick Point Project, are permitted~~ provided they are consistent with the Mitigation Measures and subject to the Candlestick Point/Hunters Point Shipyard Phase 2 EIR (including any subsequent analysis).

~~Additional infrastructure elements such as decentralized wastewater treatment facilities, automated trash centralized collection facilities, and district heating and cooling facilities that serve the Project Area will be subject to the Candlestick Point/Hunters Point Shipyard Phase 2 EIR, the Mitigation Measures, and the Infrastructure Plan for the Hunters Point Shipyard Phase 2-Candlestick Point Project (as amended from time to time, the “Infrastructure Plan”). Decentralized wastewater treatment facilities shall be permitted as a Secondary Use in the Shipyard North Residential District, Shipyard Research & Development District and Shipyard South Multi-Use District. Automated trash centralized collection facilities shall be permitted as a Secondary Use in all Districts except in the Shipyard Shoreline Open Space District. District Heating and Cooling Facilities shall be permitted as a Secondary Use in all Districts except in the Shipyard Shoreline Open Space District. “eco-district” and other privately owned utility infrastructure is encouraged in the Project Area, provided such infrastructure does not conflict with elements identified in the~~

Infrastructure Plan, and is consistent with the Mitigation Measures and the Candlestick Point/Hunters Point Shipyard Phase 2 EIR (including any subsequent analysis), each as determined by the Executive Director. Such infrastructure (including components thereof) is encouraged, but not required, to be located within future public or private rights of way, and such infrastructure (including components thereof) is permitted as follows under this Plan (but remain subject to review under other applicable Plan Documents and City review). Privately owned utility infrastructure includes individual stand-alone structures as well as Accessory infrastructure components listed below. Individual structures are permitted as specifically identified in Sections II.B.2-B.7, below, or otherwise as Secondary Uses throughout Phase 2 of the Project area. Accessory infrastructure components (those constructed together with otherwise permitted Uses) are permitted under this Plan (but remain subject to review for consistency with other applicable Plan Documents, including the applicable Design for Development). Such Accessory infrastructure components include:

- District Heating and Cooling Facility, including central energy plant (CEPs), water return and supply distribution system components, and water-to-air and water-to-water heat exchanger including components thereof (but excluding Geothermal Borefields, which are individual structures permitted as discussed above)
- Battery Storage System (including distribution system components thereof)
- Rooftop solar photovoltaic (PV) system (including components thereof)
- Recycled water collection, treatment and distribution system components
- Telecommunications/Fiber System and components
- Automated trash collection system and components
- Stormwater collection and treatment system (including Stormwater BMPs and other components thereof)
- Other Accessory infrastructure facilities and components that, as determined by the Executive Director, do not conflict with the objectives of the Plan, the Plan Documents or other applicable laws and regulations.

2. Hunters Point Hill Residential District

Objectives for this District: This District will accommodate residential uses with lower densities than the surrounding portion of the Project Area, given its hilltop and hillside position. Complementary neighborhood-serving commercial uses will be allowed, but are expected to be less prevalent than in the flatter ~~Shipyard~~ North ~~Residential~~ Shoreline District, which sits below this District. This District will include Hillpoint Park, a regional Park that will be impressed with the Public Trust and will include recreational and sports uses, special view areas with framed views of the Shipyard and the Bay beyond, public art, terraced sitting areas that take advantage of hilltop and hillside topography and stunning views of the Bay, and public access for visitors, residents, and employees in surrounding Districts.

(a) *Principal Uses:* The following Uses are Principal Uses in this Land Use District:

Residential Uses:

- Dwelling Units
- Live/Work Units
- Supportive Housing
- Home Office

Retail Sales and Services Uses:

~~7~~7

- Neighborhood Retail Sales and Services
- Commercial Wireless Transmitting Facilities

Parks and Recreation Uses:

- Parks
- Open Space
- Public Recreation
- ~~Public Restrooms~~

(b) *Prohibited Uses:* ~~All~~ Cannabis-Related Uses and all other uses that are incompatible with the Principal Uses shall be Prohibited Uses in this Land Use District.

3. ~~Shipyard North Residential~~ Shoreline District

Objectives for this District: This District will accommodate a waterfront-oriented residential neighborhood with higher densities and a greater range of housing types than those on the adjacent hillside. The principal land use is Dwelling Units ranging from townhomes to multi-family high-rise residential apartment or condominium towers. Related uses also include local-serving businesses, family child care services, small professional offices, and recreation facilities. Parks in this District may include a range of uses such as basketball, volleyball, tennis courts, children's playgrounds, restrooms, and concessionaires. They may also include picnic/barbecue areas, pathways, and shade shelters. The Parks in this District may also include open air marketplace uses.

(a) *Principal Uses:* The following Uses are Principal Uses in this Land Use District:

Residential Uses:

- Dwelling Units
- Live/Work Units
- Group Housing
- Supportive Housing
- Home Office

Institutional Uses:

- Residential Care Facility
- Child-Care Facility
- Elementary School
- Post-Secondary Institution
- Religious Institution

Retail Sales and Services Uses:

- Neighborhood Retail Sales and Services (up to 10,000 sq. ft. per tenant)
- Restaurants
- Bars
- Dry Cleaning Facility (~~excluding those with on-site dry cleaning plant~~)
- Health clubs, fitness, gymnasium, or exercise facilities
- Commercial Wireless Transmitting Facilities

Civic, Arts & Entertainment Uses:

- Community Use
- Recreational Facility
- Arts Education

- Art Production

Parks and Recreation Uses:

- Parks
- Public Recreation
- Open Space
- ~~• Public restrooms~~
- Open air marketplaces

(b) Secondary Uses: The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in Section II.B.1 are met:

Institutional Uses:

- Secondary School
- ~~• Post-Secondary Institution~~
- Vocational/Job Training Facility

Retail Sales and Services Uses:

- Neighborhood Retail Sales and Services (over 10,000 sq. ft. per tenant)
- Nighttime Entertainment
- Maker Space

Office Uses:

- ~~• Office~~

Civic, Arts & Entertainment Uses:

- Performance Arts
- ~~Nighttime Entertainment~~
- Amusement Enterprise

(c) *Prohibited Uses*: The following Uses are Prohibited Uses in this Land Use District:

- Drive-through facilities
- Automotive Repair and service stations
- ~~Dry Cleaning Facility (with on-site dry cleaning plant)~~ [Cannabis-Related](#)

[Uses](#)

4. ~~Shipyard~~ Village Center ~~Cultural~~ District

Objectives for this District: This District will accommodate a mixed-use community with a range of housing types, retail uses, and cultural and educational facilities designed to comprise a village that will serve the community in the surrounding Districts. Neighborhood-serving retail uses are proposed to be located on the ground floors along major commercial streets of the area with residential uses or office uses on the upper floors. This District will provide space dedicated for artists and arts-related uses as well as community-serving retail, business, service, and office uses. The arts-related, recreational, and grocery store uses in this District are intended to attract visitors from areas beyond the Project Area.

(a) *Principal Uses*: The following Uses are Principal Uses in this Land Use District:

Residential Uses:

- Dwelling Units
- Live/Work Units
- Group Housing
- Supportive Housing
- Home Office

Institutional Uses:

- Residential Care [Facility](#)
- Child-Care Facility
- Elementary School
- Secondary School
- Post-Secondary Institutions
- Religious Institution
- Vocational/Job Training Facility

Retail Sales & Services Uses:

- Neighborhood Retail Sales and Services
- Restaurants
- Bars
- ~~Physical~~ [Health clubs](#), fitness, [gymnasium](#), or exercise facilities
- [Nighttime Entertainment](#)
- Grocery Store (up to 60,000 sq. ft.)
- Dry Cleaning Facility (~~excluding those with on-site dry cleaning plant~~)
- Commercial Wireless Transmitting Facilities
- [Maker Space](#)

Office Uses:

- Office
- ~~• Meeting rooms~~
- Conference facilities/[meeting rooms](#)

~~• Hotel~~ [Uses](#)

Civic, Arts & Entertainment Uses:

- Community Use
- Recreational Facility
- Performance Arts
- Arts Education
- Art Production
- ~~• Nighttime Entertainment~~
- Amusement Enterprise

Parks and Recreation Uses:

- Parks
- Public Recreation
- ~~• Picnic and barbeque facilities~~
- Open air marketplace
- ~~• Information kiosks and shade structures~~
- Open Space

(b) Secondary Uses: The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in this Section II.B.1 are met:

Retail Sales & Services Uses:

- Grocery Store (between 60,000 and 80,000 sq. ft.)
- Animal Services
- [Medical Services](#)

Office and Industrial Uses:

- Light Industrial (not including uses that include chemical processing of materials or heavy machinery use)
- ~~• Health services~~
- Industrial kitchen
- Internet Service Exchange

(c) Prohibited Uses: The following Uses are Prohibited Uses in this Land Use District:

- Drive-through facilities
- ~~Automobile repair~~ [Automotive Repair](#) and service stations
- ~~• Dry Cleaning Facility with on-site dry cleaning plants~~

5. ~~Shipyard Research & Development~~ [Wharf District](#)

Objectives for this District: This District will provide a diverse array of commercial and institutional operations for new research and development firms in a dynamic urban campus. This District will allow an integration of various uses suitable for [evolving market conditions and for](#) an innovative business or institutional environment ranging from office to laboratory activities including light industrial and manufacturing operations. It will also support ~~neighborhood commercial and community~~

~~uses~~ [Neighborhood Retail Sales and Services and Community Uses](#) to complement the research and development uses.

For Laboratory, Life Science, Light Industrial, and Green Technology Uses within this District, any Use containing a facility that emits regulated toxic air contaminants must show that the facility does not exceed the risk thresholds identified in the Mitigation Measures.

(a) *Principal Uses*: The following Uses are Principal Uses in this Land Use District:

Office & Industrial Uses:

- Office
- Light Industrial
- Life Science
- Laboratory
- Green Technology
- ~~• Commercial Wireless Transmitting Facilities~~
- Transportation and transit service facilities

Multi-media and Digital Arts Uses:

- Motion picture production
- Animation studios
- Printing and publishing
- Education and classroom facilities
- Galleries and exhibit space
- Recording studios
- Artist and artisan studios

[Hotel Uses](#)

Institutional Uses:

- Religious Institution
- Vocational/Job Training Facility
- ~~• Fire station~~
- Child-Care ~~Facilities~~[Facility](#) (subject to Section II.B.8)

Retail Sales and Services Uses:

- Neighborhood Retail Sales and Services (up to ~~10,000~~[12,000](#) sq. ft. per tenant)
- [Regional Retail Sales and Services](#)
- Non-Retail Sales and Services
- Animal Services
- Restaurants
- Bars
- [Health clubs, fitness, gymnasium, or exercise facilities](#)
- Nighttime Entertainment
- Dry Cleaning Facility (~~including those with on-site dry cleaning plant~~)
- Commercial Wireless Transmitting Facilities
- [Grocery Store](#)
- [Maker Space](#)

Residential Uses:

Residential Uses in this District ~~shall not exceed 440 units and~~ shall be allowed only in the blocks of the District that are adjacent to either Fisher Avenue or Drydock 4 (These blocks are indicated on Map 2). The following Residential Uses are Principal Uses in this Land Use District:

- Dwelling Units
- Live/Work Units
- Group Housing
- Supportive Housing
- Home Office

Civic, Arts & Entertainment Uses:

- Community Use
- Recreational Facility
- Arts Education
- Art Production

Parks and Recreation Uses:

- Parks
- Public Recreation
- Open ~~space~~Space
- Marina-related facilities

Within the Wharf District, any Laboratory, Life Science, Light Industrial, and/or Green Technology Use containing a facility that emits regulated toxic air contaminants must show that the facility does not exceed the risk thresholds identified in the Mitigation Measures. In addition, no Laboratory, Life Science, Light Industrial and/or Green Technology Uses containing a facility that emits regulated toxic air contaminants shall be permitted within three hundred fifty (350) feet of any Child-Care Facility, Elementary or Secondary School, or Residential Use in the Wharf District.

(b) Secondary Uses: The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in Section II.B.1 are met:

Institutional Uses:

- Post-Secondary Institutions

Retail Sales and Services Uses:

- Neighborhood Retail Sales and Services (over ~~10,000~~12,000 sq. ft. per tenant)
- Automotive Repair and Service station

Office and Industrial Uses:

- Enclosed processing of raw materials for production
- Small boat repair facilities and workshop areas
- Automotive storage
- ~~Automotive Repair~~
- Commercial Storage
- Internet Service Exchange

(c) Prohibited Uses: The following Uses are Prohibited Uses in this Land Use District:

- Dwelling Units (except in the area described above and shown on Map 2)
- Elementary ~~and~~School
- Secondary ~~Schools~~School
- Drive-through facilities

6. ~~Shipyard South Multi-Use~~Warehouse District

Objectives for this District. This District will ~~provide a space for a state-of-the-art professional sports stadium, related uses, and regional-serving athletic facilities. This District will also~~ include research and development, office, and light industrial uses similar in scale and character to those in the adjacent ~~Shipyard Research & Development District. If the stadium is developed, retail uses would complement the stadium use and could include stadium-related and community-serving commercial and retail uses. If the stadium is not developed, this~~Wharf District. This District would include a mix of uses including neighborhood-serving retail, business, research and

development and office uses comparable in scale and intensity to, and complementary of, those in the adjacent ~~Hunters Point Shipyard Research & Development Wharf~~ District, and potentially, Child-Care, Elementary and Secondary Schools and residential units ~~at densities similar to those planned in the Shipyard North Residential District,~~ (subject to Section II.B.8.8).

(a) Principal Uses: The following Uses are Principal Uses in this Land Use District:

~~Athletic and Recreational Facilities Uses:~~

- ~~• National Football League stadium~~
- ~~• Professional sports team training facilities~~
- ~~• Ticket sales and special event staging, including concerts and performances~~
- ~~• Regional athletic and recreation facilities~~
- ~~• Ancillary buildings for recreation, facility programming, and maintenance~~
- ~~• Parks, plazas and open space~~
- ~~• Public restrooms~~

Office & Industrial Uses:

- Office
- Light Industrial
- Life Science
- Laboratory
- Green Technology
- Non-Retail Sales and Services

Hotel Uses

Multi-media and Digital Arts Uses:

- Motion picture production
- Animation studios
- Printing and publishing
- Education and classroom facilities
- Galleries and exhibit space
- Recording studios
- Artist and artisan studios

Institutional Uses:

- Religious Institution
- Vocational/Job Training Facility

Retail Sales and Services Uses:

- Neighborhood Retail Sales and Services
- ~~Non-Regional~~ Retail Sales and Services
- Animal Services
- Restaurants
- Bars
- Health clubs, fitness, gymnasium, or exercise facilities
- Nighttime Entertainment
- Dry Cleaning ~~Facilities (including those with on-site dry cleaning plant)~~ Facility
- Commercial Wireless Transmitting Facilities

- Grocery Store
- Maker Space

Civic, Arts and Entertainment Uses:

- Community Use
- Recreational Facility
- Arts Education
- Art Production
- Amusement Enterprise
- Performance Arts

Infrastructure/Utility Uses

- Recycled Water Treatment Facility*
- Geothermal Borefields for vertical-bore geothermal heating exchange system*
- Internet Service Exchange

* As located consistent with Private Infrastructure Map 2a (except that Geothermal Borefields may not be located beneath property to be provided to the Agency for use as affordable housing without approval by the Agency Commission in its sole discretion).

~~If a new 49ers stadium is not developed in this District, all of the Principal Uses identified above would be allowed as Principal Uses in this District except for: (1) Dry Cleaning Facilities, which would become a Secondary Use; and (2) the National Football League stadium and directly related uses. In addition, the~~The following Uses would be Principal Uses in this Land Use District, subject to a finding adopted by the Agency Commission that these uses are not subject to any applicable Environmental Restriction described in Section II.B.8.

Residential Uses:

- Dwelling Units
- Live/Work Units
- Group Housing
- Supportive Housing
- Home Office

Institutional Uses:

- Child-Care Facility
- Elementary School
- Secondary School
- Post-Secondary Institutions

Parks and Recreation Uses:

- Parks
- Public Recreation
- Open Space
- Marina-related facilities

Within the ~~Shipyard South Multi-Use~~Warehouse District, any Laboratory, Life Science, Light Industrial, and/or Green Technology Use containing a facility that emits regulated toxic air contaminants must show that the facility does not exceed the risk thresholds identified in the Mitigation Measures. In addition, ~~in the event both Residential Uses and Laboratory, Life Science, Light Industrial, and/or Green Technology Uses are developed,~~ no Laboratory, Life Science, Light Industrial and/or Green Technology Uses containing a facility that emits regulated toxic air contaminants shall be permitted within three hundred fifty (350) feet of any Child-Care Facility, Elementary or Secondary School, or Residential Use ~~south of Crisp Road~~ in the ~~Shipyard South Multi-Use~~Warehouse District.

(b) Secondary Uses:

The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in Section II.B.1 are met:

- Commercial Storage
- Drive-through facilities
- Automotive Repair and service station
- ~~Post-Secondary School~~

(c) Prohibited Uses: The following Uses are Prohibited Uses in this Land Use District:

- Large scale chemical handling and stationary emission sources within two hundred (200) feet of existing or planned residential uses or primary school facilities.

7. ~~Shipyard Shoreline~~Parks and Open Space District

Objectives for this District This District will provide public recreation access to the San Francisco Bay waterfront along the eastern and southern waterfront of the Shipyard, consistent with the Public Trust, including regional serving open spaces, viewing area of the water and historic Shipyard facilities, the San Francisco Bay Trail, and restorative habitat areas. Recreational sports facilities will be limited to areas not subject to the Public Trust. Only Principal Uses will be permitted in this District.

(a) *Principal Uses:* The following Uses are Principal Uses in this Land Use District:

- Parks
- Open Space
- ~~Passive recreation~~ Public Recreation
- ~~Plazas and promenades~~ Open-air marketplace
- Recreational Facility
- ~~Museums~~ Museum and environmental education centers
- ~~Wetlands restoration~~
- ~~Park maintenance facilities~~
 - Commercial recreational uses serving visitors to the waterfront
 - Small boat marina, watercraft launches and ancillary boating facilities
- ~~Visitor parking~~
 - Retail uses in existing, rehabilitated historic buildings
- Community Use
- Performance Arts
- Geothermal Borefields for vertical-bore geothermal heating exchange system (located consistent with Private Infrastructure Map 2a)

In areas not subject to the Public Trust, the full range of Uses allowed in Parks, open air marketplaces, and similar active recreational Uses shall be allowed in addition to the Permitted Uses listed above.

8. Environmental Restrictions

As of the ~~2010~~2018 Plan Amendment Date, the Navy has issued Final Records of Decisions for Parcels B, C, D-1, E, E-2, UC-1, UC-2, UC-3 & G selecting environmental remedies that will impose land use and activity restrictions on these parcels in the Project Area and is expected to issue additional Records of Decisions selecting environmental remedies that will impose land use and activity restrictions applicable to other locations. Such land use and activity restrictions are referred to in this Plan as “**Environmental Restrictions**”. Notwithstanding any other provision of this Plan, the Uses allowed by this Plan are subject to any applicable Environmental Restrictions contained in quitclaim deeds from the United States Navy or in other enforceable restrictions imposed on the property through the environmental cleanup process under the Federal Facilities Agreement executed by the United States Navy, United States Environmental Protection Agency, California Department of Toxic Substances Control, and San Francisco Bay Area Regional Water Quality Control Board (the “**Regulating Agencies**”) unless and until such Environmental Restrictions are waived or removed by the appropriate Regulating Agencies.

C. Temporary and Interim Uses

Pending the ultimate development of land consistent with the land use program, certain interim and temporary uses are authorized as follows:

1. Temporary Uses

“**Temporary Uses**” are short-term, transitory uses that may be proposed either prior to or following development of land within a Land Use District consistent with this Plan. The Executive Director or his or her designee may allow Temporary Uses for such period of time as he or she determines to be reasonable provided the Executive Director or his or her designee finds that such Temporary Use is consistent with the objectives of the this Plan and the applicable Hunters Point Shipyard Design for Development (Phase 1 or Phase 2). Permissible Temporary Uses include:

- Booth for charitable, patriotic or welfare purposes
- Exhibition, celebration, festival, circus or neighborhood carnival
- Open air sales of agriculturally-produced seasonal decorations, including Christmas trees and Halloween pumpkins
- Convention staging
- Parking (either primary or accessory to other uses)
- Truck parking and loading accessory to the uses listed above
- Other Temporary Uses that do not conflict with the objectives of the Plan, the Plan Documents, and the Public Trust, where applicable.

2. Interim Uses

“**Interim Uses**” are uses proposed during the time prior to or concurrent with development of land within a Land Use District consistent with this Plan. Interim Uses may be authorized in all areas not subject to the Public Trust for an initial time period to be determined by the Executive Director, upon a determination by the Executive Director that the authorized uses will not impede the orderly development of the Project Area as contemplated in this Plan. Where approved, Interim Uses will be permitted for a defined period of time not to exceed five (5) years. Permissible Interim Uses include:

- Rental or sales office incidental to a new development, provided that it is located in the development or a temporary structure
- Structures and uses incidental to environmental cleanup and staging
- Temporary structures and uses incidental to the demolition or construction of a structure, building, infrastructure, group of buildings, or open space, including construction staging of materials and equipment
- Commercial Storage
- Parking (either primary or accessory to other uses)
- Truck parking and loading accessory to the uses above
- Other Interim Uses that do not impede the orderly development of the Project Area as contemplated in this Plan, as determined by the Executive Director

Interim Uses of areas subject to the Public Trust shall be authorized only if the authorized uses are determined to be consistent with, necessary and convenient for,

or incidental or ancillary to, the purposes of the Public Trust, or if the following criteria are met:

- There are no immediate trust-related needs for the property,
- The proposed lease for the use prohibits construction of new structure or improvements that, as a practical matter, could prevent or inhibit the property from being converted to a permissible trust use if necessary,
- The proposed lease for the use provides that the Agency has the right to terminate the lease in favor of trust uses as trust needs arise, and
- The proposed use of the leased property would not interfere with commerce, navigation, fisheries, or any other existing trust use or purpose.

Extensions of the above approval periods may be authorized by the Executive Director in increments of up to five (5) year periods, subject to the same determinations as required for the initial period.

~~3. Interim Stadium Parking~~

~~Interim parking associated with the future stadium is permitted subject to the requirements of the Public Trust in Chapter 203 of the Statutes of 2009.~~

D. Standards for Development

This Plan and the other Plan Documents, including the Hunters Point Shipyard Phase 1 Design for Development and Hunters Point Shipyard Phase 2 Design for Development, establish the standards for development in the Project Area and supersede the San Francisco Planning Code in its entirety, except as otherwise expressly provided herein. The only sections of the Planning Code that shall apply, pursuant to the provisions of this Plan, are: (a) Sections 101.1, ~~295~~295, and 314, as such sections are in effect as of the 2010 Plan Amendment Date; (b) as to Phase 1 of the Project Area only, Sections 320-325 as such sections are in effect as of the 2010 Plan Amendment Date; and (c) as to Phase 2 of the Project Area only, Section 324.1 as that section is in effect as of the 2017 Plan Amendment Date; and (d) as to Phase 2 of the Project, Section 202.2 as provided in Section II.D.1(c) below. Both the Agency Commission and the Planning Commission must approve any amendment to the Hunters Point Phase 1 Design for Development or the Hunters Point Phase 2 Design for Development.

1. Applicability of City Regulations; City's Duty to Protect Public Health and Safety

(a) *General.* Regardless of any future action by the City or the Agency, whether by ordinance, resolution, initiative or otherwise, the rules, regulations, and official policies applicable to and governing the overall design, construction, fees, use or other aspect of development of the Project Area will be (i) this Plan and the other Plan Documents, (ii) to the extent not inconsistent therewith or not superseded by this Plan, the Existing City Regulations (including all provisions of the Building Construction Codes, which are not inconsistent with or superseded by this Plan), (iii) New City Regulations to the extent permitted in this Plan; (iv) new or changed Development Fees and Exactions to the extent permitted under Section II.D.6 of this Plan; (v) any disposition and development agreement or owner participation agreement related to development in the Project Area; and (vi) the Mitigation Measures (collectively, the “**Applicable City Regulations**”).

(b) *Protection of Public Health and Safety; Federal or State Law.* Notwithstanding any other provision of this Plan to the contrary, the Agency and any City Agency having jurisdiction shall exercise its sole discretion under this Plan and the applicable Plan

~~20~~20

Hunters Point Shipyard Redevelopment Plan
, 2018

A/73367748:3

Documents in a manner that is consistent with the public health and safety and shall at all times retain their respective authority to take any action that is necessary to protect the physical health and safety of the public (the “**Public Health and Safety Exception**”) or to comply with changes in Federal or State law, including applicable Federal and State regulations (the “**Federal or State Law Exception**”), including the authority to condition or deny a permit, approval, agreement or other entitlement or to adopt a New City Regulation, but subject, in all events, to any rights to terminate between an owner or developer and the Agency as set forth in either the Plan Documents or any disposition and development agreement or owner participation agreement related to development within the Project Area. Except for emergency measures, any City Agency or the Agency, as the case may be, will meet and confer with the owner of the affected Real Property and/or any affected party under any disposition and development agreement or owner participation agreement related to development within the Project Area in advance of the adoption of any New City Regulations or New Construction Requirements to the extent feasible.

(c) Permitted New City Regulations. The City Agencies and the Agency reserve the right to impose any New City Regulations (except for the Planning Code sections superseded by this Plan) provided that (i) they are imposed on a Citywide Basis and (ii) they do not conflict with the development permitted or contemplated within the Project Area by this Plan, the Plan Documents or any disposition and development agreement or owner participation agreement related to development within the Project Area or any portion of such development (unless such conflict is waived by the owners and developers of affected property). As used in this paragraph (c), a New City Regulation “conflicts with the development permitted or contemplated” if it would change the aforementioned development regulations to:

- (1) limit or reduce the density or intensity of development, or otherwise require any reduction in the square footage or number of proposed buildings (including number of Dwelling Units) or other improvements;
- (2) limit or reduce the height or bulk of development within the Project Area, or any part thereof, or of individual proposed buildings or other improvements;
- (3) materially change, restrict, or condition any land uses, including permitted or conditional uses, of development within the Project Area;
- (4) materially limit or control the rate, timing, phasing, or sequencing of approval, development, or construction (including demolition);
- (5) require the issuance of additional land use-related permits or approvals by the City or the Agency;
- (6) materially limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services or facilities for the Project Area, including but not limited to water rights, water connections, sewage capacity rights and sewer connections;
- (7) control or limit commercial or residential rents or purchase prices (excluding property owned or controlled by the Agency or the City during the period of Agency or City ownership and only to the extent such controls or limits would not survive transfer to a successive owner);
- (8) materially limit the processing or procuring of applications and approvals for any subsequent City or Agency approvals;

(9) subject to Section II.D.6, impose any new Development Fees and Exactions or expand or increase Development Fees and Exactions;

(10) subject to Section II.D.1(d) (New Construction Requirements), materially increase the cost of construction or maintenance of all or any development contemplated or permitted in the Project Area or of compliance with any provision of this Plan, the Plan Documents, any disposition and development agreement or owner participation agreement related to development within the Project Area or Existing City Regulations;

(11) materially decrease the value of any land in the Project Area;

(12) materially reduce, limit the availability of or delay the amount or timing of tax increment or Mello-Roos Community Facilities District funding; or

(13) limit the Agency's ability to timely satisfy its obligations under any disposition and development agreement or owner participation agreement related to development within the Project Area or the City's ability to timely satisfy its obligations under any cooperation agreement or tax allocation agreement related to development within the Project Area.

Nothing in this Plan or other applicable Plan Documents shall be deemed to limit any City Agency's or the Agency's ability to comply with the California Environmental Quality Act ("CEQA") or the CRL.

Nothing in this section shall limit the authority of the Agency or any City Agency to exercise its discretion under the Public Health and Safety Exception, or to make changes under the Federal or State Law Exception, as described in Section II.D.1.b (Protection of Public Health and Safety).

The City Municipal Code (excluding the Planning Code with the exception of conditions for cannabis-related uses specified in Section 202.2 thereof (as may be amended or superseded)) and related regulations (as such Code Sections and regulations may be amended from time to time consistent with this Plan) establishing a permitting program for Cannabis-Related Uses are Permitted New City Regulations applicable to and enforceable against Cannabis-Related Uses within the Project Area.

The City's Municipal Code and related regulations establishing a permitting program for Short-Term Rentals (as such Code Sections and regulations may be amended from time to time consistent with this Plan) are Permitted New City Regulations applicable to and enforceable against Short-Term Rentals within the Project Area.

(d) New Construction Requirements. In addition to the Public Health and Safety Exception and the Federal or State Law Exception, the City may change construction requirements for Infrastructure and other Improvements ("**New Construction Requirements**") if the changes: (i) would not materially increase costs or accelerate the payment of costs of developing the Project Area consistent with this Plan; (ii) are imposed by the Board of Supervisors on a Citywide Basis; and (iii) would not: (a) materially adversely affect Net Available Increment; (b) delay development; (c) materially limit or restrict the availability of Infrastructure; or (d) impose limits or controls on the timing, phasing, or sequencing of development permitted under this Plan. In addition, from and after the 10th anniversary of the issuance of the first Building Permit for a project in Phase 2 of the Project Area (as shown on Map 2), the City may impose New Construction Requirements in response to

technological advances in construction if the New Construction Requirements: (1) would materially decrease the City's operation and maintenance costs and would not materially interfere with the uses, heights, density, and intensity of development described in the Plan Documents; (2) will apply on a Citywide Basis for similar land uses; (3) do not conflict with the Mitigation Measures (provided, this requirement may be satisfied with an exemption for specific Mitigation Measures as needed); and (4) do not increase by more than twenty percent (20%) the unit cost of any single component that is the subject of the New Construction Requirement.

2. Limitation on the Number of Buildings

The number of buildings in the Project Area may not exceed 1,125.

3. Limitation on the Number of Dwelling Units

~~There are currently no~~ The maximum number of Dwelling Units in the Project Area. ~~If the 49ers relocate to the Shipyard, the maximum number of Dwelling Units in the Project Area will be approximately 4,250. If the 49ers elect not to relocate to the Shipyard, the maximum number of Dwelling Units in the Project Area will be approximately 5,875. The total combined number of is approximately 5,875, provided that the total~~ Dwelling Units ~~in~~ constructed within both the Project Area and Zone 1 of the Bayview Hunters Point Redevelopment Plan Area ~~(which comprises Candlestick Point) may not exceed 12,100, which includes a maximum of 10,500 units in Zone 1 of the Bayview Hunters Point Redevelopment Project Area and Hunters Point Shipyard Phase 2 as well as a previously approved 1,600 units in Hunters Point Shipyard Phase 1. may not exceed 12,100 Dwelling Units without Commission approval (including attendant environmental review).~~

4. Limitation on Type, Size and Height of Buildings

The size and type of buildings constructed in the Project Area may be as permitted in the Plan, Plan Documents, and Applicable City Regulations. ~~Approximately 125,000, which is approximately 5,501,000 square feet of retail space, non-residential development, including approximately 255,000 square feet of artists space, 50,000 square feet of community uses, 2,500,000 use space,† 401,000 square feet of retail space (including up to 100,000 square feet of Regional Retail)‡, 120,000 square feet of hotel and hotel related use space, 410,000 square feet of institutional use space, and 4,265,000 square feet of research and development and office space, and a 69,000-seat National Football League stadium will be allowed.~~

The Commission may approve, without amendment to this Plan but subject to any necessary environmental review, adjustment of the foregoing square footages over time (except for artists or community use space), including conversion to other non-residential uses allowed by this Plan, provided the total square footage of non-residential uses within Phase 2 of the Project Area does not materially exceed 5,501,000 square feet.

[†] In addition to 52,000 square feet of Community Uses already identified within Phase 1 of the Plan Area.

[‡] In addition to 9,000 square feet of Neighborhood Retail Uses already identified within Phase 1 of the Plan Area.

~~In the event the stadium is not built in the Project Area, between 500,000 and 2,500,000 additional square feet of research and development and office uses may be developed, depending upon whether Dwelling Units are shifted to the Project Area pursuant to Section II.D.3.~~ addition, to the extent the Bayview Hunters Point Redevelopment Plan allows for a transfer of non-residential-use square footage from the Hunters Point Shipyard Project Area to commercially-zoned areas of the Bayview Hunters Point Project Area, the foregoing limitations shall be commensurately reduced upon such transfer.

Accessory parking facilities for these uses, and infrastructure components Accessory to the foregoing, are not included as part of or subject to these square footage limitations.

The maximum building heights within the Project Area will be prescribed in the Hunters Point Shipyard Phase 1 Design for Development and the Hunters Point Shipyard Phase 2 Design for Development. No building may exceed 370 feet in height. Other size limitations for buildings are set in the Hunters Point Shipyard Phase 1 Design for Development and the Hunters Point Shipyard Phase 2 Design for Development by development controls including block patterns, bulk controls, prescribed setbacks, and open space requirements. Height and other size limitations shall maintain and protect view corridors from Hillpoint ~~park~~Park so that visitors can enjoy substantial vistas of San Francisco Bay, consistent with the requirements of the Granting Act for exchanging the park and adjacent hillside open space into the Public Trust.

5. Office Development Limitations

On November 8, 2016, voters enacted Proposition O (Planning Code Section 324.1), which exempts Phase 2 of the Project Area from the office development limits set forth in Planning Code Sections 320-325. Planning Code Sections 320 — 325 (Proposition M) shall apply to office development in Phase 1 of the Project Area, and Planning Code Section 324.1 shall apply to office development in Phase 2 of the Project Area. Accordingly, the cap on the annual amount of office development permitted in the City shall apply to Phase 1 but not Phase 2 of the Project Area.

By Resolution No. 18102, the Planning Commission adopted findings pursuant to Planning Code Section 321(b)(1) that the up to 5,000,000 square feet of office development contemplated in this Plan in particular promotes the public welfare, convenience and necessity, and in so doing considered the criteria of Planning Code Section 321(b)(3)(A)-(G). Proposition O states in part that “No project authorization or allocation shall be required for any Development on the Subject Property [Candlestick Point and Hunter’s Shipyard Phase 2]. However, Development on the Subject Property that would require a project authorization or allocation but for this Section 324.1 shall be treated for all purposes as if it had been granted approval of a project authorization or allocation.” Proposition O (2016) ~~supersedes~~supersedes, as to Phase 2 of the Project Area, any part of Resolution No. 18102 (Attachment E) that would require an office authorization or allocation, compliance with Planning Code sections 320-325, or Planning Commission review or approval of office developments .

6. Development Fees and Exactions

The following provisions will apply to all property in the Project Area except parcels used for the development of affordable housing by Agency-sponsored entities. Development Fees and Exactions shall apply to the Project in the manner described below. Except as provided in this section and except as required by the Mitigation Measures, the School Facilities Impact Fee, the Child-Care Requirements, and the Art Requirement shall be the only Development Fees and Exactions that apply to the Project Area for the duration of this Plan. Water Capacity Charges and Wastewater Capacity Charges are Administrative Fees and not Development Fees and Exactions, and shall apply in the Project Area.

The School Facilities Impact Fee shall apply for the duration of this Plan, shall be administered as required by State law, and shall be increased for the duration of this Plan in accordance with State law but only to the extent permitted by State law.

The Art Requirement shall apply for the duration of this Plan and requires that any new office building in excess of 25,000 square feet constructed within the Project Area include one-half of one percent (0.5%) of the hard costs of initial construction (excluding costs of infrastructure and tenant improvements) (the “**Art Fee Amount**”) for the installation and maintenance of works of art in the public realm within the [Project Area or within Zone 1 of the Bayview Hunters Point Redevelopment](#) Project Area. In the event that public spaces are not available at the time the Art Requirement is due, then the Art Fee Amount shall be paid to a fund administered by the Agency to be used for public art within the Project Area [or within Zone 1 of the Bayview Hunters Point Redevelopment Project Area](#). The public realm within which art may be installed so as to comply with the Art Requirement includes: any areas on the site of the building and clearly visible from the public sidewalk or open space feature, on the site of any open space feature, or in any adjacent public property. The type and location of artwork proposed shall be reviewed by the Executive Director for consistency with the Hunters Point Shipyard Phase 1 or Phase 2 Design for Development and other Plan Documents.

The Child-Care Requirements shall apply for the duration of this Plan only to all commercial development over 50,000 square feet per Planning Code Section 314, as it existed on the 2010 Plan Amendment Date (attached and incorporated hereto as Attachment C). The Child-Care Requirements will be administered by the Agency to provide for these public benefits within the [Project Area or within Zone 1 of the Bayview Hunters Point Redevelopment](#) Project Area.

The Child-Care Requirements provide for compliance either by constructing Child-Care Facilities or, alternatively, payment of an in-lieu fee. For the duration of this Plan, development within the Project Area shall not be subject to any change to the provisions of the Child-Care Requirements that permit compliance through the construction of Child-Care Facilities. In addition, no new in lieu fee or increase in the existing in lieu fee related to the Child-Care Requirement shall apply to the Project Area for twelve (12) years following the date the first Building Permit is issued for a project in Phase 2 of the Project Area (as shown in Map 2) and, thereafter, will only be applicable if the new or increased in lieu fee relating to Child-Care Requirements is: (i) not increased at a rate greater than the annual increase in the Consumer Price Index commencing at the end of the 12-year period during which the fee has been frozen as described above; (ii) generally applicable on a Citywide Basis to similar land uses; and (iii) not redundant of a fee, dedication, program, requirement, or facility described in the Plan Documents or in any

applicable disposition and development agreement related to development within the Project Area.

Notwithstanding the foregoing, new or increased Development Fees and Exactions may be imposed to the extent required under the Public Health and Safety Exception and the Federal or State Law Exception.

7. Shadow on Recreation and Park Property

Section 295 of the Planning Code (Proposition K) shall apply to development in the Project Area in the form in which Section 295 was in effect as of the 2010 Plan Amendment Date (and as attached hereto as Attachment D). Section 295 (Proposition K) shall not continue to apply to development in the Project Area in the event it is repealed by legislation or voter initiative.

E. Retention-Rehabilitation

Existing buildings in the Project Area, as of the 2010 Plan Amendment Date, are identified by the Navy's building numbers, on Map 3: Existing Buildings.

1. Historic buildings and other facilities proposed for retention, rehabilitation or adaptive reuse include:

Buildings 101, 140, 204, 205, 207, ~~208~~, and ~~813~~208; and

Dry Docks 2, 3, and 4.

2. Four additional buildings identified as historic; Buildings 211, 224, 231 and 253 will be further evaluated for retention, preservation and reuse.

F. Density Bonus

Under State law, the Agency may grant, as a form of local public subsidy, residential density bonuses. These bonuses, if granted, shall insure that additional low- or moderate-income Dwelling Units will actually be produced within the Project Area. In Hunters Point Shipyard Phase 1 (consisting of the Hunters Point Hill Residential District), the Agency will grant such bonuses only after a developer has demonstrated to the Agency's satisfaction that the developer has utilized its best effort to provide such low- or moderate-income Dwelling Units. Hunters Point Shipyard Phase 2 consists of all Land Use Districts other than the Hunters Point Hill Residential District. A density bonus is not proposed to increase the total maximum number of residential units in Phase 2 above those levels described in Section II.D.3.

G. Streets Plan

The Street Plan for the Hunters Point Shipyard Project Area is identified on ~~Maps~~Map ~~4A, 4B and 4C~~; ~~Street Plans~~Plan, which ~~indicate~~indicates generally the public rights-of-way. The categories of streets include the following:

1. Primary Arterial
2. Retail Street

~~26~~26

Hunters Point Shipyard Redevelopment Plan
, 2018

A/73367748.3

3. Boulevard Park Street
4. Local Street

The Project Area's street pattern contributes to the establishment of its fundamental land use patterns, and in doing so, becomes an integral element of the overall urban design for the Project. It is, however, recognized that there is a need for some degree of adaptability and flexibility in locating and configuring some of the Project's local streets and alleys at the time of actual physical development. Accordingly, the alignment and classification of these streets are subject to adjustment by the Agency and the City at the time of detailed engineering studies. ~~—Additionally, this Plan provides three street maps of the Project Area to accommodate the alternative land uses permitted in the Shipyard South Multi Use District.~~

Certain streets in the Project Area will be impressed with the Public Trust. These streets will provide key vehicular, bicycle and pedestrian access ways to the waterfront, providing a connection between the various parts of the waterfront, and between the waterfront and other Public Trust lands within the Project Area.

In order to accommodate vehicle traffic and transit serving the various uses planned for the Project Area, this Plan also provides for street, lighting, utility, and related improvements to Innes Avenue and Hunters Point Boulevard, outside the northwestern boundary of the Project Area.

III. PROJECT PROPOSALS

A. Rehabilitation and New Development

All new development and all rehabilitation of existing structures must conform to this Plan, and to all applicable Federal and State laws and to those local laws that are applicable pursuant to this Plan.

1. Utilities: Stormwater detention, stormwater treatment, and similar facilities may include above-ground features such as bioswales and channels. New permanent utility lines must be placed underground. Above ground pump stations control rooms and sub-stations are permitted however their visual impact must be minimized per requirements either the Hunters Point Shipyard Phase 1 or Phase 2 Design for Development, as appropriate. Temporary utility poles and wires may be installed during the project build out.

2. Signage: With the exception of temporary marketing and sales signs pertaining to developments within the Project Area (which will be permitted), permanent or temporary billboards (excluding kiosks, streetscape commercial signage, and street furniture-related commercial signage), are prohibited within all Land Use Districts ~~except the Shipyard South Multi Use District and are prohibited in~~(including any park or street area). Permanent signage for residential, commercial and open space development is subject to the development controls and guidelines of either the Hunters Point Shipyard Phase 1 or Phase 2 Design for Development, as appropriate. The Agency Commission shall review for consistency with the objectives of this Plan any proposed signage not permitted by the Hunters Point Shipyard Phase 1 or Phase 2 Design for Development, as appropriate and any signage master plan.

3. Development Project: Plans for rehabilitation and new development shall be submitted to the Agency for architectural review and approval, consistent with the Agency's Design Review and Document Approval Process (DRDAP) for the Project Area or as attached to

any disposition and development agreement related to development within the Project Area.

4. Agency Sponsored Improvements: To the extent now or hereafter permitted by law, the Agency may pay for, develop, or construct any building, facility, element of infrastructure, structure or other improvement either within or outside the Project Area, for itself or for any public body or entity, provided that such building, facility, element of infrastructure, structure or other improvement would be of benefit to the Project Area and conform to the Hunters Point Shipyard Phase 1 or Phase 2 Design for Development, as appropriate.

B. Owner and Tenant Preference

Persons who are either owners or tenants of businesses, or other types of real property within the Project Area being displaced by rehabilitation, Agency property acquisition, or other Agency action occasioned by the implementation of this Plan will be afforded certain preferences. The Agency shall extend preferences to such persons in order that they may re-enter the redeveloped Project Area. The Agency will adopt a business relocation program to implement these preferences. Participants in this program necessarily will be subject to and limited by the requirements of this Plan.

C. Acquisition of Real Property

Any real property located within the Project Area may be acquired by the Agency by purchase, gift, devise, exchange, lease, or any other lawful method. The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in real property less than full fee title.

D. Acquisition of Personal Property

Where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means except eminent domain.

E. Property Management

During such time as any property in the Project Area is owned or leased by the Agency, such property will be under the management and control of the Agency and may be leased or subleased.

F. Payment of Taxes

The Agency may in any year during which it owns property in the Project Area pay directly to the City or any district, including a school district or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes.

A proportionate share of any amount of money paid by the Agency to the City will be disbursed by the City to any school district with territory located within the Project Area in the City.

“**Proportionate share**” means the ratio of the school district tax rate that is included in the total tax rate of the City to the total tax rate of the City.

The Agency may also pay to any taxing agency with territory located within a project area other than the community that has adopted the Project, any amount of money that in the Agency’s

determination is appropriate to alleviate any financial burden or detriment caused to any taxing agency by this Plan.

G. Relocation

The Agency will provide relocation assistance and benefits as required under applicable Federal and State law. A review of the current Project Area indicates that there are no persons currently residing therein. Accordingly, relocation activities would relate solely to businesses.

To the extent required under applicable State or Federal law, the Agency shall: (1) assist or cause to be assisted all eligible persons displaced by redevelopment activities undertaken or assisted by the Agency in finding new locations in accordance with applicable law, and where possible, shall relocate businesses to a location of similar size within the Project Area; and (2) make or cause to be made relocation payments to eligible persons displaced by redevelopment activities undertaken or assisted by the Agency as may be required by applicable State or Federal law. The Agency may make such other payments as it determines to be appropriate and for which funds are available.

Pursuant to Section 33339.5 of the California Health and Safety Code, the Agency shall extend reasonable preferences to persons who are engaged in business within the Project Area to reenter in business within the redeveloped Project Area, if they otherwise meet the requirements of this Plan. In order to extend reasonable preferences to businesses to reenter into business within the redeveloped Project Area, the Agency has promulgated, by Agency Resolution No. 93097, rules for the Business Occupant Re-Entry Program within the redeveloped Project Area.

H. Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from real property owned by the Agency in the Project Area as necessary to carry out the purposes of this Plan.

I. Public Improvements and Public Facilities

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, on any parcel within or outside the Project Area, appropriate or necessary to carry out this Plan. Such public improvements and public facilities are described in Attachment B, Authorized Public Improvements.

J. Preparation of Building Sites

The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area owned or leased by the Agency.

K. Disposition of Real Property

For the purpose of this Plan, the Agency is authorized to sell, lease, sublease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest of real property, except to the extent prohibited by the Granting Act.

Any real or personal property acquired by the Agency in the Project Area will be sold or leased for development in accordance with this Plan and for consideration. However, the Agency may convey real property to the City or to any other public body with or without consideration.

Property containing buildings or structures rehabilitated by the Agency will be offered for resale within one year after completion of rehabilitation or an annual report concerning such property will be published by the Agency as required by law.

The Agency will reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

All purchasers or lessees of property will be obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time that the Agency fixes as reasonable, and to comply with other conditions that the Agency deems necessary to carry out the purposes of this Plan.

L. Disposition and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or otherwise conveyed by the Agency will be made subject to the provisions of this Plan by lease, deed, contract, agreement, declaration of restrictions, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof will be recorded in the Office of the Recorder of the County of San Francisco.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants running with the land, rights of reverter, powers of termination, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area sold, leased or conveyed by the Agency will be made subject by appropriate documents to the restriction that there will be no discrimination or segregation on any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, or on the basis of race, color, creed, religion, national origin or ancestry, sexual orientation, gender, identity, marital or domestic partner status, age, or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. In addition, such property will be made subject to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and non-segregation clauses as are required by law and this Plan.

M. Disposition of Personal Property

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property that has been acquired by the Agency.

N. Replacement Housing

Whenever Dwelling Units housing persons and families of low or moderate income are destroyed or removed from the low- and moderate-income housing market as part of this redevelopment project, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement Dwelling Units at affordable rents within the Project Area or within the territorial jurisdiction of the Agency.

O. Redeveloper's Obligations

In order to provide adequate safeguards that the process of redevelopment will be carried out pursuant to this Plan, agreements for the disposition of land by the Agency shall include provisions recognizing and requiring that:

1. The purchase of land is for redevelopment and not for speculation and reserving to the Agency such powers and controls as may be necessary to prevent transfer, retention or use of the property for speculative purposes.
2. The land shall be built upon and/or improved in conformity with the development standards of this Plan and any applicable Agency regulations, the Hunters Point Shipyard Phase 1 or Phase 2 Design for Development, and the Declaration of Restrictions.
3. All developers and owner participants shall submit phasing plans, schematic architectural plans, site and landscape plans and final plans including landscaping and sign plans, and specifications of the improvements proposed to be constructed on the land for architectural review and approval by the Agency in order to ensure that development and construction will be carried out in a manner that will effectuate the purposes of this Plan. To the extent required in disposition and development agreements or agreements with owner participants, as a part of such plans and specifications, developers and, if required by the Agency, owner participants shall submit time schedules for the commencement and completion of such improvements. All such plans and schedules shall be submitted to the extent required by, and within the time specified in, the respective agreements with such developers and owner participants.
4. By and for the contracting parties, their heirs, executors, administrators, and assigns, there may be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, or on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity, marital or domestic partner status, age, disability, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises therein described, nor may the contracting parties, or any person claiming under or through them establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subleases, or vendees in the premises described. All deeds, leases or contracts for the sale, lease, sublease, or other transfer of any land shall contain the nondiscrimination and non-segregation clauses specified in the CRL (Section 33436 of the California Health and Safety Code) and this Plan.

IV. METHODS FOR PROJECT FINANCING

A. General

Upon adoption of this Plan by the Board of Supervisors, the Agency is authorized to finance projects consistent with this Plan with assistance from the United States Government, including the Department of Housing and Urban Development (HUD), the Department of Defense (Office of Economic Adjustment) as well as from other Federal programs, from the State, from the City, from Agency bonds, and from other available sources.

The Agency is hereby authorized to issue bonds, obtain advances, borrow funds and create indebtedness in carrying out this Plan. The principal and interest of such advances, funds, and indebtedness may be repaid from any funds that may appropriately be available to the Agency.

Any other loans, grants, or financial assistance from the United States, or any other public or private sources will also be utilized, if available.

B. Tax Allocation

Taxes, if any, levied upon the taxable property in the Project Area each year by or for the benefit of the State, the City, any district, or other public corporation, after the Effective Date, shall be divided as follows, in accordance with the CRL (Section 33670 of the Health and Safety Code):

(a) That portion of the taxes that would be produced by the rate upon which the taxes levied each year by or for each of the Taxing Agencies upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective Taxing Agencies as taxes by or for said Taxing Agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies that did not include the territory in a redevelopment project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the county last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the project on said effective date); and

(b) That portion of the levied taxes each year in excess of that amount shall be allocated to and when collected shall be paid into a special fund of the redevelopment agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the redevelopment agency to finance or refinance, in whole or in part, the redevelopment project. Unless and until the total assessed valuation of the taxable property in a redevelopment project exceeds the total assessed value of the taxable property in that project as shown by the last equalized assessment roll referred to in paragraph (a) hereof, all of the taxes levied and collected upon the taxable property in the redevelopment project shall be paid to the respective Taxing Agencies. When the loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the redevelopment project shall be paid to the respective Taxing Agencies as taxes on all other property are paid.”

Not less than twenty percent (20%) of all taxes that are allocated to the Agency pursuant to Health and Safety Code Section 33670 and Section IV.B.(b) of this Plan shall be used by the Agency for the purposes of increasing, improving and preserving the community's supply of low- and moderate-income housing available at affordable housing cost, as defined by Section 50052.5 of the California Health and Safety Code, to persons and families of low or moderate income, as defined in Section 50093, to lower income households, as defined in Section 50079.5, and to very low income households, as defined in Section 50105.

In the proceedings for the advance of moneys, making loans or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance, in whole or in part, the Hunters Point Shipyard Redevelopment Project, the portion of taxes set forth in the CRL and the California Constitution (as the same may exist on the date of the making of said advances or loans or the incurring of indebtedness) as available to the Agency for such purposes may be irrevocably pledged for the payment of the principal of and interest on such loans, advances, or indebtedness.

It is anticipated that the amount of taxes to be produced by the method described in Subsections (a) and (b) above may be sufficient to support a bond(s) issue in the range of \$900 million. In addition, it may become necessary and appropriate to issue bonds to be partially repaid from taxes allocated pursuant to Subsections (a) and (b) above. Therefore, the amount of bonded indebtedness that can be outstanding at any one time from the issuance of bonds to be repaid in whole or in part from the allocation of taxes pursuant to Section 33670 of the California Health and Safety Code will be limited to \$900 million. In order to adequately fund the repayment of such bonds (including principal, interest, and issuance cost), the number of dollars of taxes that may be divided and allocated to the Agency pursuant to Section 33670 of the California Health and Safety Code will be limited to \$4.2 billion.

No loans, advances, or indebtedness to finance the redevelopment project in whole or in part and to be repaid from the allocation of taxes pursuant to Section 33670 of the California Health and Safety Code may be established or incurred by the Agency twenty (20) years after the Agency begins collecting substantial tax increment funds in the Project Area, meaning a total allocation of tax increment funds exceeding \$100,000.

The Agency may not pay indebtedness or receive property taxes pursuant to Section 33670 of the California Health and Safety Code forty five (45) years after the Agency begins collecting substantial tax increment funds in the Project Area; meaning a total allocation of tax increment funds exceeding one hundred thousand dollars (\$100,000).

Bond issues, the principal and interest of which the Agency proposes to pay with tax allocations under Health and Safety Code 33670, are subject to Board of Supervisors approvals, as are all bond issues of the Agency; where the Agency proposes to utilize tax allocations for other than repaying principal and interest on bond issues or other existing indebtedness, the Agency shall prepare, for the approval of the Board of Supervisors, an annual Project Work Program, which program shall outline in detail the activities to be undertaken by the Agency, the loans and/or advances to be received and/or the indebtedness to be incurred.

V. ACTIONS BY THE CITY

The City, by the adoption of this Plan, agrees to aid and cooperate with the Agency in carrying out this Plan and shall take any further action necessary to ensure the continued fulfillment of the various objectives and purposes of this Plan and to prevent the recurrence or spread in the Project Area of conditions causing blight. Such actions include the following:

- A. Prior to termination of this Plan, revision of zoning within the Project Area (to be effective as of this Plan expiration date) to conform to the land uses authorized by this Plan and the development standards and design guidelines set forth in the Hunters Point Shipyard

3333

Design for Development documents, as they have been amended from time to time as of the expiration date of this Plan.

- B. Institution and completion of proceedings necessary for changes and improvements in publicly-owned utilities within or affecting the Project Area.
- C. Performance of the above and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule that will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- D. Referral will be made to the Agency prior to approval by the City of each building permit application in the Project Area. No building permit will be issued unless it conforms to this Plan.
- E. The City is authorized, but not obligated to provide funds to ensure the completion of the Project as a whole in accordance with this Plan.
- F. The City shall review, consider, and approve, without unnecessary delay, tentative subdivision maps and parcel maps as necessary to develop the Project Area, provided maps and public infrastructure agreements are found to be consistent with the objectives of this Plan, approved environmental mitigations, and the development standards and design guidelines set forth in the Hunters Point Shipyard Phase 1 Design for Development and Hunters Point Shipyard Phase 2 Design for Development.
- G. The undertaking and completing of any other proceedings necessary to carry out the Project.

In order to facilitate the implementation of this Plan, the City and the Agency have entered into Interagency Cooperation Agreements (each, an “ICA”). Each ICA is intended to provide the framework for cooperation among various City Agencies and the Agency in accordance with this Plan, the other applicable Plan Documents and disposition and development agreements entered into in accordance with this Plan with respect to the review and approval of development authorizations in the Project Area and, where appropriate, to facilitate cooperation of the City Agencies in issuance of those permits, approvals, agreements and entitlements at each applicable stage of development. The City shall perform all of its obligations under each ICA.

VI. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Section 33450-33458 of the California Health and Safety Code, or by any other procedure hereafter established by law.

VII. PROCEDURE FOR VARIANCE

The owner or developer of any property in the Project Area may make a written request for a variance that states fully the grounds of the application and the facts pertaining thereto. Upon receipt of a complete application, the Agency may conduct its own further investigation and the Agency Commission may, in its sole discretion at a duly noticed public hearing, grant a variance from the development controls in this Plan and either the Hunters Point Shipyard Phase 1 or Phase 2 Design for Development, as appropriate, under the following circumstances:

- Due to unique physical constraints or other extraordinary circumstances applicable to the property, the enforcement of development regulations without a variance would otherwise result in practical difficulties for development and create undue hardship for the property owner or developer or constitute an unreasonable limitation beyond the intent of this Plan; and
- The granting of a variance would be in harmony with the goals of this Plan, and will not be materially detrimental to the public welfare or materially injurious to neighboring property or improvements in the vicinity.

In granting a variance, the Agency will specify the character and extent thereof, and also prescribe conditions necessary to secure the goals of this Plan and the Design for Development.

The Agency's determination to grant or deny a variance will be final and will not be appealable to the Planning Department. In no instance will any variance be granted that will substantially change the allowable land uses of this Plan. Procedures for the evaluation of Secondary Uses are described above in Section II.B.1.

In addition, for certain development controls specified in the Phase 2 Design for Development, the Executive Director may approve deviations (minor modifications no greater than ten percent of the numerical development control), in accordance with the standards and processes set forth therein.

VIII. DURATION OF PLAN

This Plan will be effective until thirty (30) years from the date the Controller of the City and County of San Francisco certifies, pursuant to Section 33492.9, as the final day of the first fiscal year in which one hundred thousand dollars (\$100,000) or more of tax increment from the Project Area are paid to the Agency pursuant to Section 33675(d); provided, however, that the nondiscrimination and non-segregation provisions will continue in perpetuity. Any Declaration of Restrictions formulated pursuant to this Plan may contain provisions for the extension of such Declaration of Restrictions for successive periods. The Agency may receive property taxes pursuant to Section 33670 of the California Health and Safety Code for up to forty five (45) years after the Agency begins collecting substantial tax increment funds; meaning a total allocation of tax increment funds exceeding one hundred thousand dollars (\$100,000).

IX. ENFORCEMENT OF PLAN

The provisions of this Plan and other documents formulated pursuant thereto may be enforced by the Agency in any manner authorized by law.

X. SEVERABILITY

If any provision, section, subsection, subdivision, sentence, clause or phrase of this Plan is for any reason held to be invalid or unconstitutional, such decision will not affect the validity of the remaining portion or portions of this Plan.

XI. DEFINITIONS

Following are definitions for certain words and terms used in this Plan. All words used in the present tense include the future. All words in the plural number include the singular number and all words in the singular number include the plural number, unless the natural

construction of the wording indicates otherwise. The word “shall” is mandatory and not directory; and the term “may not” is prohibitory and not permissive. 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.

2010 Plan Amendment Date means the date on which Ordinance No. 211-10 adopting amendments to this Plan, approved on August 3, 2010, became effective.

2017 Plan Amendment Date means the date on which Ordinance No. 122-17 adopting amendments to this Plan, approved on June ~~12, 22~~, 2017, became effective.

2018 Plan Amendment Date means the date on which Ordinance No. _____ adopting amendments to this Plan, approved on _____, 2018, became effective.

Accessory Use means uses that are related to and subservient to another use, and serve that use only (with the exception of Parking, which may serve several lawfully permitted uses). For purposes of private infrastructure, accessory means utility systems and/or a component thereof, located within, on or beneath a lawful permitted Use on the same Assessor’s lot.

Administrative Fee means any fee charged by any City Agency or the Agency in effect on a Citywide Basis, including fees associated with Article 31, at the time of submission for the processing of any application for building or other permits, subdivision maps, or other City or Agency regulatory actions or approvals for any development in the Project Area.

Adult Entertainment means a use that includes any of the following: adult bookstore, adult theater, and encounter studio, as defined by Section 1072.1 of the San Francisco Police Code.

Agency Commission means the Commission for the Redevelopment Agency of the City and County of San Francisco.

Amusement Enterprise means enterprises such as billiard halls, bowling alleys, skating rinks, and similar uses when conducted within a completely enclosed building.

Animal Services means an animal care use that provides medical care and/or boarding services for animals.

Arts Education means schools of any of the following for professionals, credentialed individuals, or amateurs: dance, music, dramatic art, film, video, graphic art, painting, drawing, sculpture, small-scale glass works, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel, and other visual, performance, industrial and product-design and sound arts and craft.

Art Production means commercial arts and art-related business service uses including, but not limited to, recording and editing services, small-scale film and video developing and printing; titling; video and film libraries; special effects production; fashion and photo stylists; production, sale and rental of theatrical wardrobes; and studio property production and rental companies. Arts spaces may include studios, workshops, galleries, museums, archives and small theaters, and other similar spaces customarily used principally for production and post-production of graphic art, painting, drawing, sculpture, small-scale glass works, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel and other visual, performance and sound arts and craft.

Automotive Repair means a retail automotive service use that provides any of the following automotive repair services, whether outdoors or in an enclosed building: minor auto repair, engine repair, rebuilding, or installation of power train components, reconditioning of badly worn or damaged motor vehicles, collision service, or full body paint spraying.

Bar means a principal retail use not located in a Restaurant that provides on-site alcoholic beverage sales for drinking on the premises, including bars serving beer, wine and/or liquor to the customer where no person under twenty one (21) years of age is admitted (with Alcoholic Beverage Control [ABC] license 42, 48, or 61) and drinking establishments serving liquor (with ABC license 47 or 49) in conjunction with other uses that admit minors, such as theaters, and other entertainment. Restaurants with ABC licenses are not considered bars under this definition.

Battery Storage System means a component of the utility electricity system which stores energy.

Board of Supervisors means the Board of Supervisors of the City and County of San Francisco, California.

Building Construction Codes means the City's (or if applicable, the Port's) Building Code, Electrical Code, Mechanical Code and Plumbing Code and any construction requirements in the Housing Code and the Fire Code.

Business Occupant Re-Entry Policy means a document approved by the Agency Commission in relation to this Plan that establishes, to the extent required by State or Federal law, how the extension of reasonable preferences to business occupants will be implemented within the Project Area.

Cannabis-Related Use means any Use that is required to obtain a permit, and has obtained such permit, from the San Francisco Office of Cannabis (or its successor). For the avoidance of doubt, a Cannabis-Related Use is any category of Use otherwise permitted herein that cultivates, manufactures, distributes, tests, sells, delivers or in any other way uses cannabis or cannabis-derived materials, including for legal adult use or medical use.

Child-Care Facility means a use that provides less than 24-hour care for children by licensed personnel and that meets all the requirements of the State and other authorities for such a facility.

Child-Care Requirements means the requirements set forth in City Planning Code Section 314, as it exists on the 2010 Plan Amendment Date.

City Agency means, individually or collectively as the context requires, all departments, agencies, boards, commissions and bureaus of the City with subdivision or other permit, entitlement or approval authority or jurisdiction over any portion of the Project Area, including but not limited to the Port Authority, Department of Public Works, the Public Utilities Commission, the Planning Commission, the Municipal Transportation Agency, the Building Inspection Commission, the Public Health Commission, the Fire Commission and the Police Commission, or any successor public agency designated by or under law.

City Regulations means ordinances, resolutions, initiatives, rules, regulations, and other official City and Agency policies applicable to and governing the overall design, construction, fees, use or other aspects of development within the Project Area. City Regulations includes City municipal codes, the General Plan, Building Construction Codes, Subdivision Code, and all ordinances, rules, regulations and official policies adopted to implement those City Regulations, except to the extent such regulations are Administrative Fees.

Citywide Basis means all privately-owned property within (a) the City's jurisdictional limits or (b) any designated use classification or use district of the City so long as (1) any such use classification or use district includes a substantial amount of affected private property other than affected private property within the Project Area, (2) the use classification or use district includes all private property that receives the general or special benefits of, or causes the burdens that occasion the need for, the New City Regulation, Development Fees and Exactions, or New Construction Requirements, and (3) the cost of compliance with the New City Regulation, Development Fees and Exactions, or New Construction Requirements applicable to the same type of use in the Project Area (or portion thereof) does not exceed the proportional benefits to, or the proportional burdens caused by private development of that type of use in the Project Area (or portion thereof).

Commercial Storage means a commercial use that stores, within an enclosed building, household goods, contractors' equipment, building materials or goods or materials used by other businesses at other locations and that may include self-storage facilities for members of the public. Commercial storage does not include the storage of waste, salvaged materials, automobiles, inflammable or highly combustible materials, and wholesale goods or commodities.

Commercial Wireless Transmitting Facility means equipment for the transmission, reception, or relay of radio, television, or other electronic signals, and may include towers, antennae, and related equipment.

Community Use means a publicly or privately owned use that provides public services to the community, whether conducted within a building or on an open lot. This use may include, by way of example and not limitation, museums, post offices, public libraries, police or fire stations, transit and transportation facilities, utility installations, building-integrated sustainable energy generation facilities, neighborhood-serving community recycling centers, and wireless transmission facilities.

Consumer Price Index means the All Items Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area published by the Bureau of Labor Statistics of the United States Department of Labor.

Declaration of Restrictions means a recorded declaration that provides notice that properties in the Project Area are subject to restrictions, reservations and covenants for the benefit of the Project Area and this Plan.

Development Fees and Exactions means a monetary or other exaction including in-kind contributions, other than a tax or special assessment or Administrative Fee, that is charged by the Agency or any City Agency in connection with any permit, approval, agreement or entitlement or any requirement for the provision of land for construction of public facilities or Infrastructure or any requirement to provide or contribute to any public amenity or services. Development Fees and Exactions does not include Building Construction Codes in effect from time to time and generally applicable on a Citywide Basis to similar land uses.

District Heating and Cooling Facility means a plant [\(including geothermal powered\)](#) with hot water (or steam) and chilled water distributed from the district plant to individual buildings via a pipe distribution network ~~located under the streets.~~

Dry-Cleaning Facility means dry-cleaning establishment, including pressing and other miscellaneous processing of clothes.

Dwelling Units means a residential use that consists of a suite of one or more rooms and includes sleeping, bathing, cooking, and eating facilities.

Effective Date means the date the ordinance passed by the Board of Supervisors approving this Plan (Ordinance No. 211-10) became effective.

Elementary School means an institution that provides K-8 education and that may be either public or private.

Executive Director means the Executive Director of the Agency.

Existing City Regulations means City Regulations as they are in effect on the 2010 Plan Amendment Date.

General Plan means the General Plan for the City and County of San Francisco.

Green Technology means a use or several uses that involves the research, development, and fabrication of innovative methods, materials, and technology to improve environmental quality, increase energy and/or resource efficiency, reduce greenhouse gas emissions, reduce waste and pollution, and increase resource sustainability. Green Technology uses may utilize office, laboratory, light manufacturing, or other types of use. Green technology can include office, laboratory, and light-manufacturing uses.

Grocery Store means a retail use of medium or large scale providing sales of food, produce, prepared food, beverages, toiletries, pharmaceutical products and services, and households items to the general public. This includes neighborhood-serving stores, supermarkets, festival market places, or other large format tenants providing primarily food sales up.

Group Housing means a residential use that provides lodging or both meals and lodging without individual cooking facilities. Group Housing may include housing specifically designed for and occupied by seniors, students or disabled residents.

Home Office means the accessory use of a dwelling for office purposes, provided that the principal user of such office resides in that dwelling.

Hotel means a use that provides overnight accommodations including guest rooms or suites and ancillary services to serve hotel guests. Hotels shall be designed to include all lobbies, offices and internal circulation to guest rooms and suites within and integral to the same enclosed building or buildings as the guest rooms or suites.

Hunters Point Shipyard Phase 1 Design for Development means the Design for Development document that sets development standards and design guidelines for Phase 1 of the Project, which consists of the Hunters Point Hill Residential District, as amended from time to time in accordance with its provisions.

Hunters Point Shipyard Phase 2 Design for Development means the Design for Development document that sets development standards and design guidelines for Phase 2 of the Project, which consists of all of the Project Area except for the Hunters Point Hill Residential District, as amended from time to time in accordance with its provisions.

Implementation Plan means a plan adopted periodically by the Agency Commission relating to the implementation of goals and objectives within this Plan, in accordance with the requirements of the CRL.

Internet Service Exchange means a use that provides a location for: switching equipment (whether wireline or wireless) that joins or connects customers, or subscribers to enable them to transmit data, voice, or video signals; one or more computer systems and related equipment used to build, maintain or process data, voice or video signals or provide other data processing services; or a group of network servers.

Institutional Use means Residential Care Facility, Child-Care Facility, Elementary School, Religious Institution, Secondary School, Post-Secondary Institution, or Vocational/Job Training Facility.

Laboratory means a use that provides for space within any structure intended or primarily suitable for scientific research. This includes industrial, chemical, and digital work stations for the purpose of design, developing, and testing product development. The space requirements of uses within this category include specialized facilities or built accommodations that distinguish the space from office uses and light industrial uses.

Life Science means a use that involves the integration of natural and engineering sciences and advanced biological techniques using organisms, cells, and parts thereof for products and services. Life Science uses may utilize office, laboratory, light manufacturing, or other types of uses.

Light Industrial means a non-retail use that provides for the fabrication or production of goods, by hand or machinery, for distribution to retailers or wholesalers for resale off the premises, primarily involving the assembly, packaging, repairing, or processing of previously prepared materials.

Live/Work Units means a structure or portion of a structure combining a residential living space for a household or group of persons with an integrated work space principally used by one or more of the residents of that unit. Work spaces uses in a Live/Work Unit must comply with the other non-residential uses allowed within the respective land use District.

~~**Medical Cannabis Dispensary** means a use as defined by Section 3301(f) of the San Francisco Health Code.~~

Maker Space means uses for contemporary forms of small-scale manufacturing, repair, and post-manufacturing activities. Maker space should typically include a retail component, and may include several other uses within a single space, including but not limited to, Light Industrial (for example, craft, industrial arts and design, robotics, woodwork, jewelry manufacture, clothing and apparel manufacture, and food and beverage production), office and research and development (e.g., digital technologies and electronics, 3D printing, graphic design), and Neighborhood Retail Sales and Services associated with the foregoing (e.g., food and beverage tasting and sale, arts and crafts sales, jewelry sales), among many others. For the purposes of size limitations established in Section II.D.4, Maker Space is considered Neighborhood Retail Sales and Service.

Mitigation Measures means those mitigation measures from the Candlestick Point/Hunters Point Shipyard Phase 2 Project EIR imposed as conditions of approval of the

amendments to this Plan as set forth in Resolution No. 347-2010, as amended or modified from time to time consistent with CEQA.

Neighborhood Retail Sales and Services means a commercial use that provides goods and/or services directly to the customer, whose primary clientele is customers who live or work nearby and who can access the establishment directly from the street on a walk-in basis. This use may provide goods and/or services to the business community, provided that it also serves the general public. This use would include those that sell, for example, groceries, personal toiletries, magazines, smaller scale comparison shopping; personal services such as laundromats, health clubs, formula retail outlets, hair or nail salons; [medical services including, but not limited to, urgent care facilities and standalone emergency rooms, but excluding hospitals](#); and uses designed to attract customers from the surrounding neighborhood. Retail uses can also include outdoor activity areas, open air sales areas, and walk-up facilities (such as ATMs or window service) related to the retail sale or service use and need not be granted separate approvals for such features.

New City Regulations means both City Regulations adopted after the 2010 Plan Amendment Date or a change in Existing City Regulations, including any amendment to this Plan or the Plan Documents, effective after the 2010 Plan Amendment Date.

Nighttime Entertainment means entertainment activities such as dance halls, discotheques, nightclubs, and similar evening-oriented entertainment activities generally involving amplified music, either live or recorded, as well as restaurants and bars, and other venues or spaces used for different uses during the day that present such activities. It excludes Adult Entertainment.

Non-Retail Sales and Services means a commercial or office use that provides goods and/or services primarily to other businesses rather than to the general public and that may include by way of example and not limitation, wholesale sales, sale, rental, installation, servicing and/or repair of business goods and equipment.

Office means a use within a structure or portion thereof intended or primarily suitable for occupancy by persons or entities that perform, provide for their own benefit, or provide to others at that location services including the following: professional; medical; banking; insurance; management; consulting; technical; sales; and design; and the non-accessory office functions of manufacturing and warehousing businesses; multimedia [and digital arts](#), software development, web design, electronic commerce, and information technology; administrative services; and professional services. This use does not include retail uses; repair; any business characterized by the physical transfer of tangible goods to customers on the premises; or wholesale shipping, receiving and storage.

OPA Rules means rules established by the Agency Commission for property owner participation in redevelopment activities consistent with the provisions of this Plan within the Project Area and consistent with the CRL.

Open Space means space that is retained primarily in an unimproved, natural state. Open Space may be used for passive recreational activities, such as hiking and picnicking, and may include facilities related to such passive recreational uses.

Owner Participation Agreement or OPA means a binding agreement between a property owner and the Agency by which the participant agrees to rehabilitate, develop, use and maintain the property in conformance with this Plan.

Parking means the storage of vehicles ~~accessory~~Accessory to a ~~principle~~principal or secondary residential or commercial use. Such storage can be in the form of independently accessible parking spaces, non-independently accessible parking spaces including those accessed on parking lifts or through the use of valet. Parking spaces need not be on the same lot or block to the use it serves.

Parks means publicly owned, or privately owned and publicly accessible, open space improved with either active recreational amenities such as playing fields, sporting courts, and small performance spaces and/or passive recreational amenities such as trails, picnic areas, and fields.

Performance Arts means a use that includes performance, exhibition, rehearsal, production, or post-production of any of the following: dance, music, dramatic art, film, video, and other visual, performance and sound arts and craft.

Plan Documents means the Business Occupant Re-Entry Policy, Implementation Plan, Hunters Point Shipyard Phase 1 Design for Development, Hunters Point Shipyard Phase 2 Design for Development, Relocation Plan and OPA Rules.

Planning Commission means the Planning Commission of the City and County of San Francisco, California.

Planning Department means the Planning Department of the City and County of San Francisco.

Post-Secondary Institutions means a use that is certified by the Western Association of Schools and Colleges that provides post-secondary educational services such as a school, college or university.

Priority Policies means the eight priority policies stated in Section 101.1, Master Plan Consistency and Implementation, of the City's Planning Code.

Public Recreation means privately owned recreational areas that are open to the general public. This use may include may include hiking trails, playgrounds, public parks, sports

fields, community gardens, golf courses, marinas, and tennis courts as well as accessory uses such as maintenance facilities, parking, and concession areas.

Public Trust means collectively the common law public trust for commerce, navigation and fisheries and the statutory trust imposed by the Granting Act.

Real Property means land, including land under water and waterfront property; buildings, structures, fixtures, and improvements on the land; any property appurtenant to or used in connection with the land; every estate, interest, privilege, easement, franchise, and right in land, including rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage, or otherwise and the indebtedness secured by such liens.

Recreational Facility means a use that provides social, fraternal, counseling, athletic or other recreational gathering services to the community.

Recycled Water Treatment Facility is a centralized facility for treating wastewater to be used for non-potable uses in the Project Area and that abides by odor control measures established in the Phase 2 Design for Development. Passive square footage (i.e., non-administrative office space) within such facility shall not be not included as part of or subject to square footage limitations in Section II.D.4.

Regional Retail Sales and Services means a commercial use that provides goods and/or services directly to the customer, whose primary clientele is customers who live throughout the surrounding region and may include both small and large format tenants up to 120,000 square feet. This use would include those who sell apparel, electronics, furniture, durable goods, specialty items, formula retail outlets, and other more expensive, and less frequently purchased items; beyond the surrounding neighborhood. Regional Retail sales and services can include counter and other walk-up facilities as well as adjacent outdoor activity areas accessory to such uses. Includes movie theaters and related or similar uses.

Religious Institution means a use that provides religious services to the community such as a church, temple or synagogue.

Relocation Plan means a document approved by the Agency Commission that establishes how the Agency and/or developers shall assist persons, business concerns and others displaced from the Project Area by redevelopment activities of or assisted by the Agency in finding new locations in accordance with applicable State and Federal law.

Residential Care Facility means medical use that provides lodging, board, and care for one day or more to persons in need of specialized aid by personnel licensed by the State but does not provide outpatient services.

Residential Use means a use that includes for sale and rental housing units, including Dwelling Units, Live/Work Units, and Group Housing

4444

Hunters Point Shipyard Redevelopment Plan
, 2018

Restaurant means a full service or self service retail facility primarily for eating use that provides ready-to-eat food to customers for consumption on or off the premises, which may or may not provide seating, and that may include service of liquor under ABC licenses [those explicitly for any alcoholic service in association with a restaurant]. Food may be cooked or otherwise prepared on the premises.

School Facilities Impact Fee means the sum payable to the San Francisco Unified School District pursuant to Government Code Section 65995.

Short-Term Rental has the meaning established in Article 41A of the Administrative Code (as it may be amended from time to time), and, subject to compliance with regulations of the City's Office of Short-Term Rentals (or its successor), is allowed within Residential Uses unless otherwise prohibited by applicable private covenants or similar restrictions.

Secondary School means a use that provides grade 9-12 education and may be either public or private.

State means the State of California.

Stormwater Best Management Practice (BMP) means constructed facilities or measures to help protect receiving water quality and control stormwater quantity, also referred to as stormwater controls.

Supportive Housing means affordable housing developments with integrated services that are not required as a condition of occupancy and that serve high needs populations including but not limited to low income senior citizens, youth transitioning out of foster care, adults with developmental disabilities, individuals and families who are homeless or at risk of homelessness, and persons with AIDS.

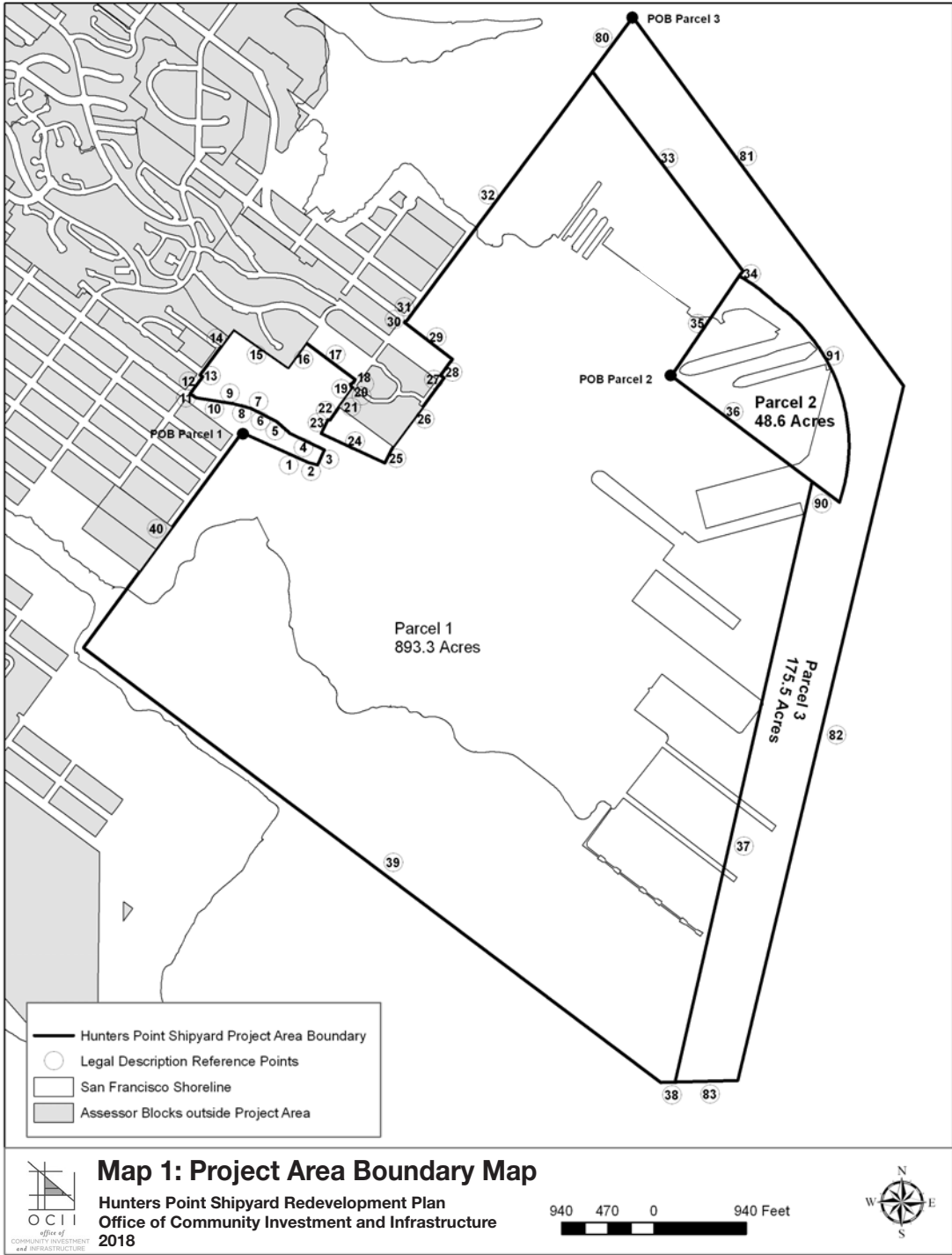
Taxing Agencies means all public entities that have the authority to tax property within the Project Area, including the State, the City, BART, San Francisco Unified School District, City College of San Francisco, Bay Area Air Quality Management District and any district or other public corporation.

Telecommunication/Fiber System means equipment for the transmission, reception or relay of analogue, digital and optical fiber signals.

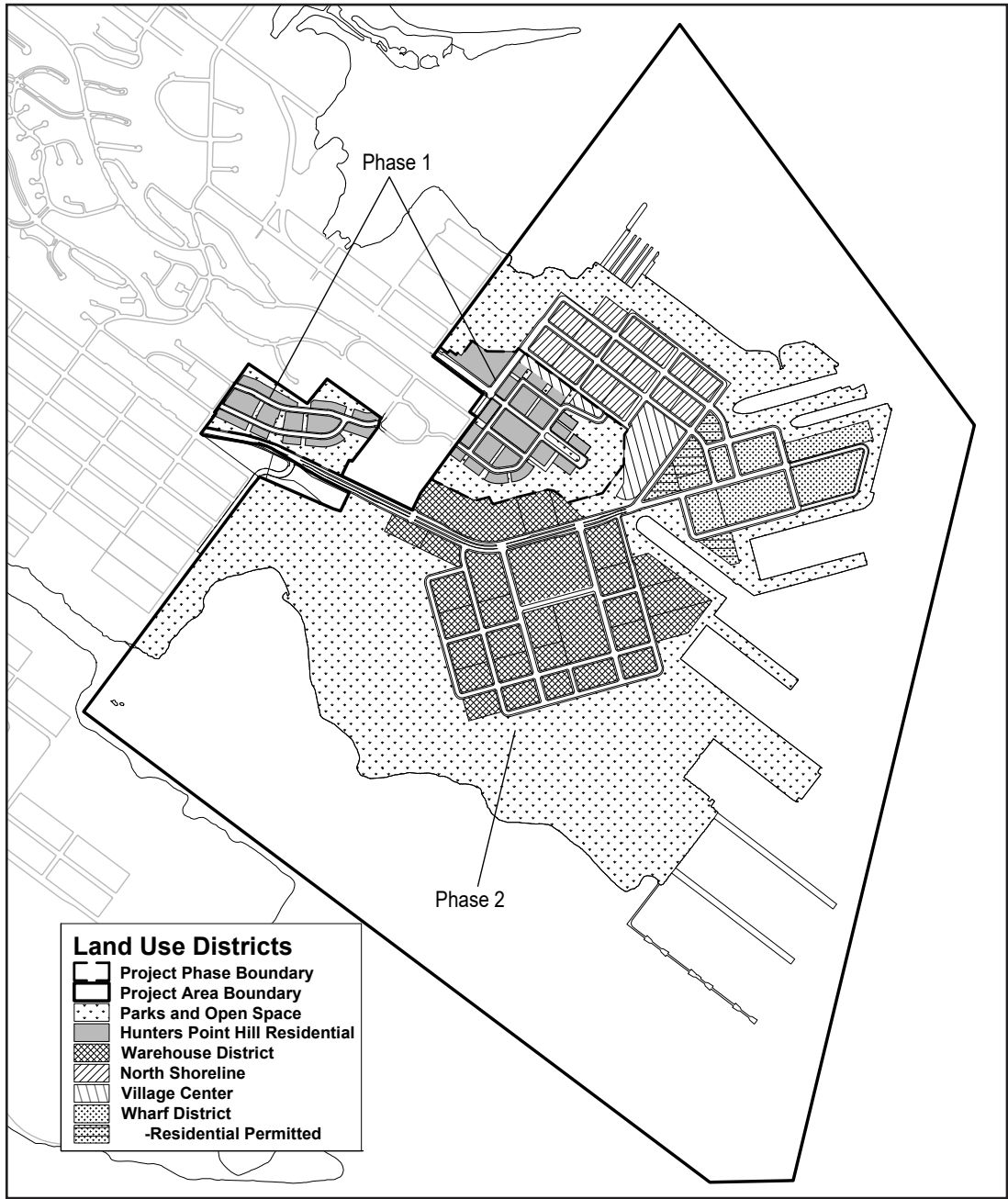
Use means the purpose for which land or a structure, or both, are designed, constructed, arranged or intended, or for which they are occupied or maintained, let or leased.

Vocational/Job Training Facility means a use that provides job training, and may also provide vocational counseling and job referrals and or office or light industrial activities for education purposes.

Replaces Map 1 in the current Plan



Replaces Map 2 in the current Plan

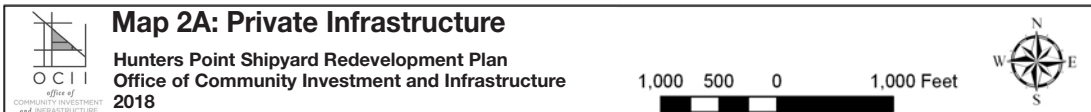
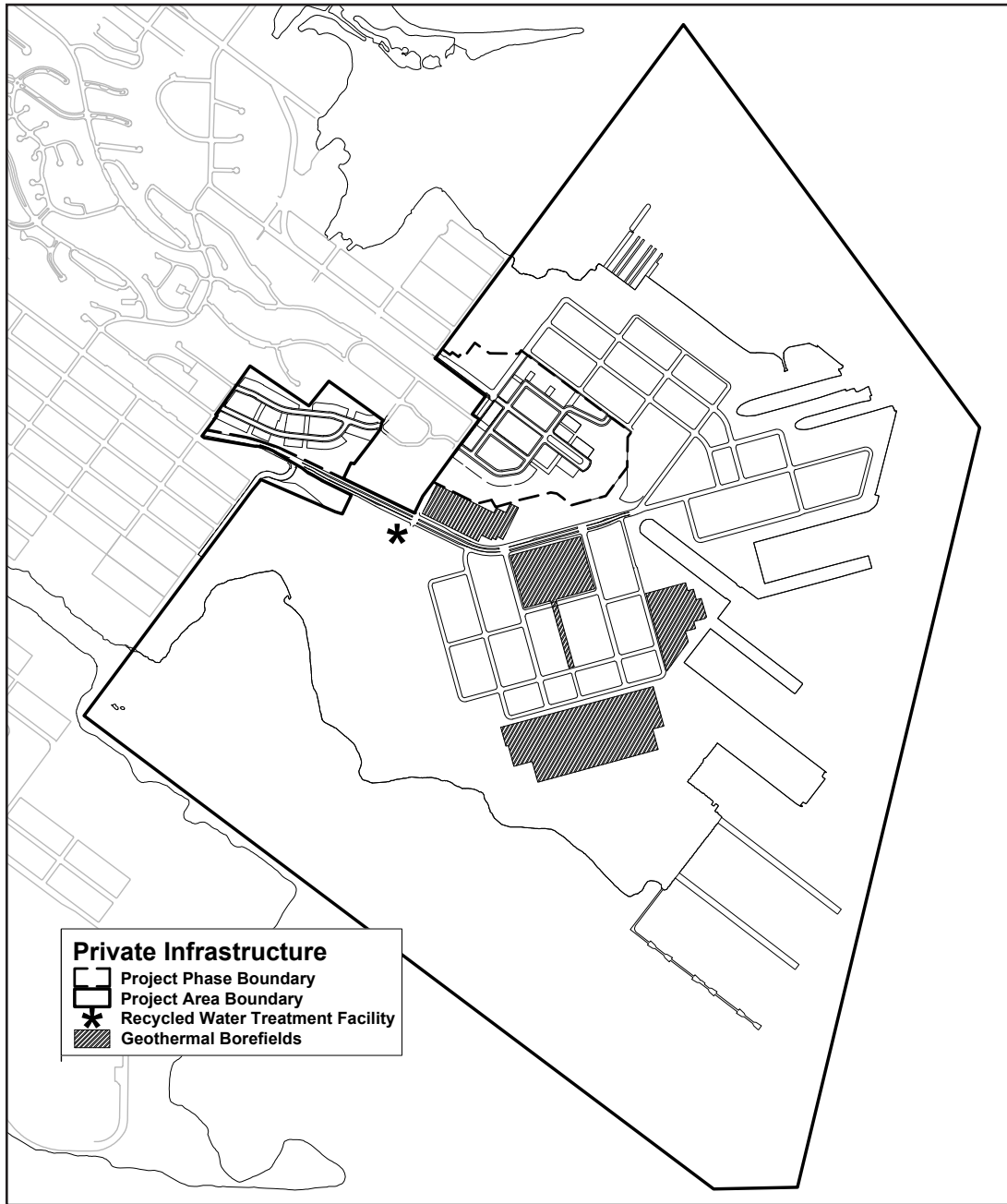


Map 2: Land Use Districts Map
Hunters Point Shipyard Redevelopment Plan
Office of Community Investment and Infrastructure
2018

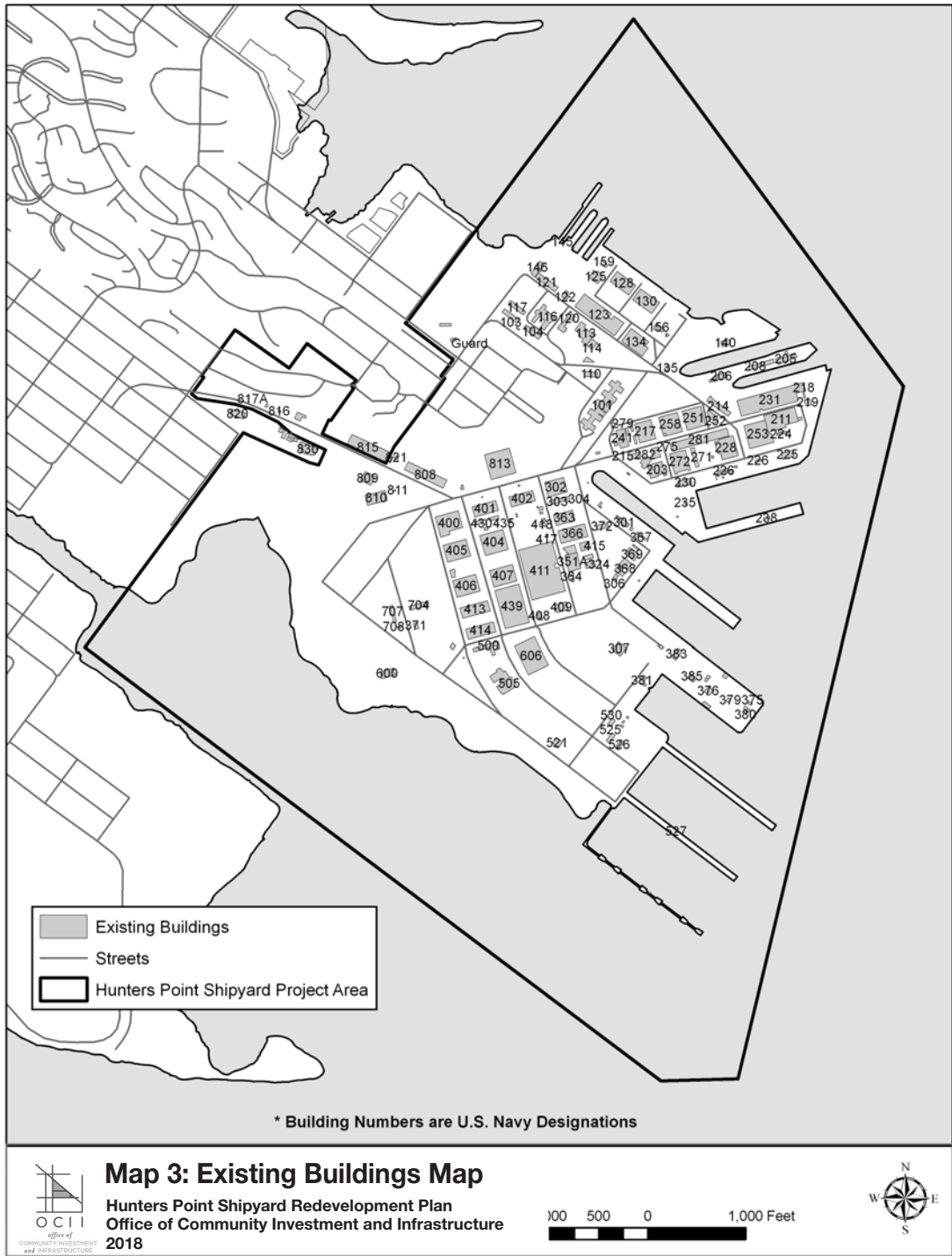
1,000 500 0 1,000 Feet

N
W E
S

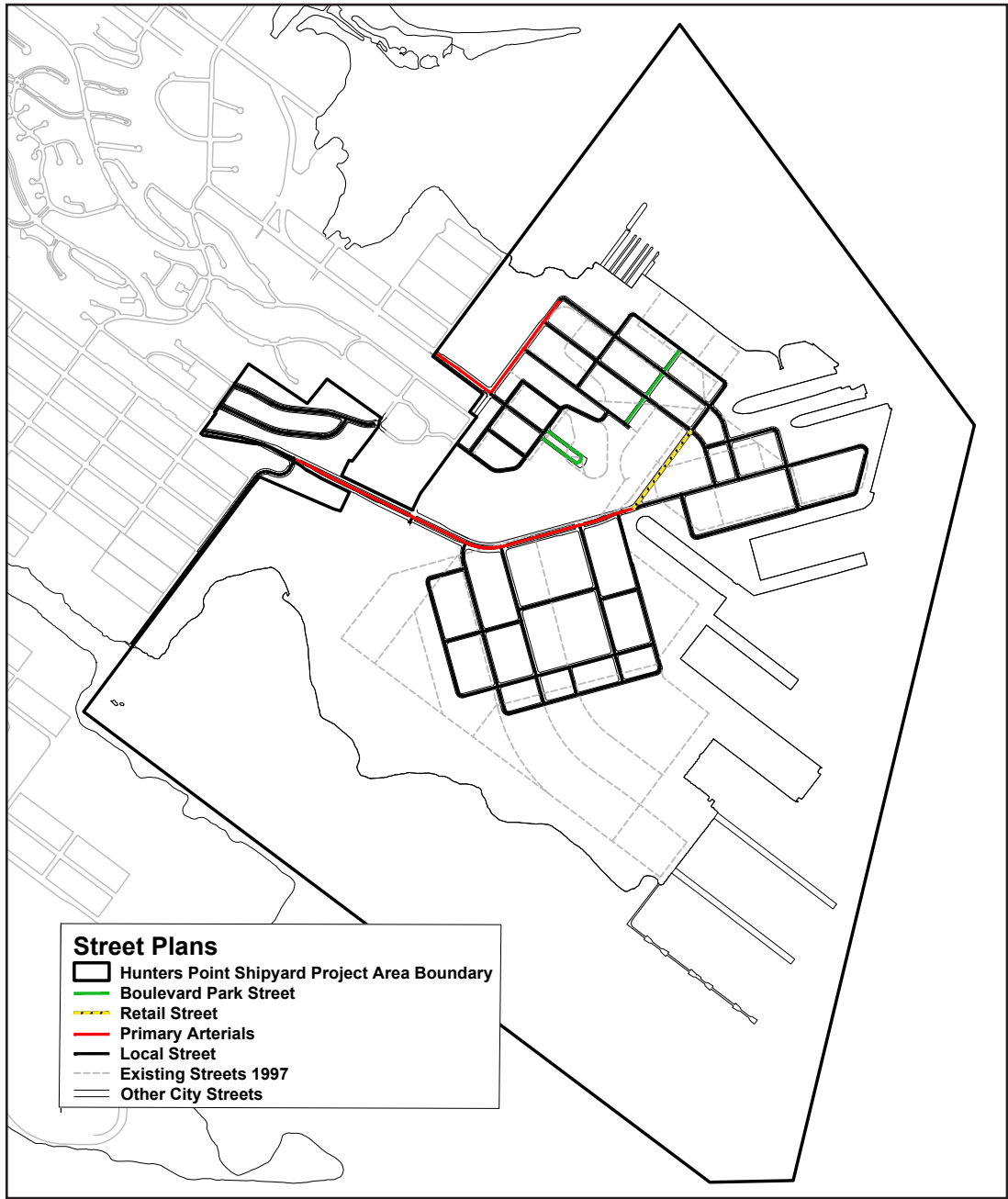
Replaces Map 2A in the current Plan



Replaces Map 3 in the current Plan



Replaces Map 4 in the current Plan



Attachment A: Legal Description of the Project Area

The area consists of real property within the City and County of San Francisco, State of California, more particularly described as follows:

PARCEL ONE

Beginning at the point of intersection of the southeasterly line of Fitch Street and the northeasterly line of Palou Avenue as said streets are shown upon the “Map of the property of the South San Francisco Homestead and Railroad Association”, filed April 15, 1867, in Book 2, “A” and “B” of Maps, Page 39, in the County Recorder’s Office of the City and County of San Francisco, said point having California Coordinate values: N.452,070.23 E.1,457,299.61 (Zone III); and and running thence from said Point of Beginning easterly, northerly and westerly along the following series of courses and distances:

- | | | |
|-----|---------------|---|
| #1 | S.66°24’34”E. | 774.37 feet; |
| #2 | S.74°08’24”E. | 68.77 feet; |
| #3 | N.25°47’36”E. | 177.17 feet; |
| #4 | N.65°00’41”W. | 377.67 feet; |
| #5 | N.51°35’29”W. | 202.50 feet; |
| #6 | N.65°31’39”W. | 227.49 feet; |
| #7 | N.67°43’50”W. | 60.90 feet; |
| #8 | N.69°21’07”W. | 156.62 feet; |
| #9 | N.74°41’13”W. | 78.46 feet; |
| #10 | N.79°19’57”W. | 383.85 feet to the above referenced northeasterly line of Palou Avenue; thence along said northeasterly line |
| #11 | N.53°17’47”W. | 25.88 feet to the southeasterly line of Griffith Street; thence along said southeasterly line |
| #12 | N.36°42’13”E. | 200.00 feet to the southwesterly line of Oakdale Avenue; thence along said southwesterly line |
| #13 | N.53°17’47”W. | 32.00 feet to the centerline of Griffith Street; thence along said centerline |
| #14 | N.36°42’13”E. | 600.00 feet to the centerline of McKinnon Avenue; thence along said centerline |
| #15 | S.53°17’47”E. | 664.00 feet to the centerline of Fitch Street; thence along said centerline |
| #16 | N.36°42’13”E. | 319.20 feet to the northeasterly line of LaSalle Avenue; thence along said northeasterly line |
| #17 | S.53°17’47”E. | 632.06 feet to a point in the northwesterly |
| #18 | | line of Earl Street; thence southwesterly 69.24 feet along the arc of a curve to the right whose radial bearing is N.53°17’47”W. having a radius of 105.00 feet, through a central angle of 37°47’02”; thence southeasterly along the radial bearing produced |
| #19 | S.15°30’45”E. | 50.00 feet to a point on a curve to the right |

- #20 having a radial bearing S.15°30'45"E. and having a radius of 20.00 feet, through a central angle of 48°28'07" and an arc distance of 16.92 feet, said point also being located on the centerline of Earl Street, thence along said centerline
- #21 S.36°42'13"W. 398.94 feet; thence southerly, easterly and northerly the following series of courses and distances:
- #22 N.64°12'01"W. 22.16 feet;
- #23 S.24°37'25"W. 158.00 feet;
- #24 S.64°12'01"E. 727.00 feet;
- #25 N.25°47'59"E. 174.85 feet;
- #26 N.36°42'13"E. 890.12 feet;
- #27 N.53°17'47"W. 48.00 feet;
- #28 N.36°42'13"E. 206.90 feet to the southwesterly line of Innes Avenue, thence along said southwesterly line
- #29 N.53°17'47"W. 640.93 feet to the centerline of Earl Street; thence along said centerline
- #30 N.36°42'13"E. 40.00 feet to the centerline of Innes Avenue; thence along said centerline
- #31 S.53°17'47"E. 32.00 feet to the southeasterly line of Earl Street; thence along said southeasterly line
- #32 N.36°42'13"E. 3,151.02 feet to the 1948 Bulkhead Line as shown on the map entitled "Real Estate Summary Map Navfac Drwg No. 1045757" on WestDiv, San Bruno, California; thence southeasterly along said 1948 Bulkhead Line
- #33 S.35°56'38"E. 2,533.02 feet; thence leaving said Bulkhead line
- #34 S.30°50'40"W. 50.69 feet to the most northerly point on the parcel of land described in the deed recorded in Volume 3677, Official Records of the City and County of San Francisco, at Page 349, thence southwesterly and southeasterly around said parcel of land
- #35 S.36°42'09"W. 1,179.13 feet;
- #36 S.53°17'47"E. 1,826.56 feet to the aforementioned 1948 Bulkhead Line; thence southwesterly along said 1948 Bulkhead Line
- #37 S.12°07'46"W. 6,384.03 feet to a point on the County line dividing the County of San Mateo and the County of San Francisco; thence northwesterly along said County line
- #38 N.88°54'38"W. 127.35 feet to the northeasterly line of Bancroft Avenue extended; thence along said northeasterly line extended
- #39 N.53°17'47"W. 7,483.89 feet to the southeasterly line of Fitch Street; thence along said southeasterly line
- #40 N.36°42'13"E. 2,800.00 feet to the Point of Beginning of this description.

Containing 893.3 acres of land more or less.

PARCEL TWO

(The original 48-acre more or less shipyard in the northeast corner of the Naval Base)

Beginning at a point on the northeasterly line of Evans Avenue extended, distant thereon 450 feet southeasterly from the southeasterly line of Boalt Street extended, as said streets are shown on the “map of the property of the South San Francisco Homestead and Railroad Association”, filed April 15, 1867, in Book 2, “A” and “B” of maps, page 39, in the County Recorder’s Office of the City and County of San Francisco; and running thence northeasterly on a line drawn parallel with said southeasterly line of Boalt Street

#35 N.36°42’09”E. 1,179.13 feet to a point on a curve to the right
#91 with a radius of 1,800 feet, whose center is a point on the northeasterly line of Galvez Avenue, distant thereon 250 feet southeasterly from the southeasterly line of Alvord Street extended, and the radial bearing to said centerpoint being S.21°45’52”W.; thence southeasterly, southerly, and southwesterly along said curve to the right with a radius of 1,800 feet through a central angle of 86°48’43”, a distance of 2,727.28 feet to a point on the northeasterly line of Evans Avenue extended, said point having a radial bearing S.71°25’25”E. to the centerpoint of said curve; thence northwesterly along said line of Evans Avenue and the extension thereof the following two courses:

#90 N.53°17’47”W. 348.11 feet;
#36 N.53°17’47”W. 1,826.56 feet to the Point of Beginning

Containing 48.6 acres of land more or less.

PARCEL THREE

(The strip of underwater land lying between the Pierhead and Bulkhead lines)

Beginning at the point of intersection of the direct extension northeasterly of the southeasterly line of Earl Street as shown on the map referenced in Parcel Two above, with the United States Pierhead Line as shown on the map entitled “Hunters Point Naval Shipyard, General Development Map. Key Map No. 1174922” on file at the Department of the Navy, Western Division, in San Bruno, California; thence southeasterly and southwesterly along said Pierhead Line the following courses and distances:

#81 S.35°56’38”E. 4,619.53 feet more or less;
#82 S.13°41’06”W. 7,542.33 feet more or less to the point of intersection with the line dividing the City and County of San Francisco and San Mateo County, thence northwesterly along said boundary line
#83 N.88°54’38”W. 543.06 feet more or less to the easterly line of Parcel One above described; thence northeasterly, easterly and northwesterly along the easterly and northeasterly lines of Parcels One and Two above described to the southeasterly line of Earl Street extended, thence northeasterly along the direct extension of the southeasterly line of Earl Street

#80 N.36°42'13"E. 838.14 feet more or less to the Point of Beginning.

Containing 175.5 acres of land more or less.

Notes:

1. Numbers (#'s) indicate course numbers as referenced on the Hunters Point Shipyard Redevelopment Project Area Boundary Map.
2. Bearings shown above are referenced to the California Coordinate System Zone III.

Attachment B: Authorized Public Improvements

- Public open spaces including parks, plazas, habitat restoration, sports facilities and playgrounds
- Facilities in parks such as tables, waste receptacles, signage, landscaping, market stalls and maintenance facilities
- Public roadways and other walkways, roadways, lanes, and connectors
- Medians, curbs, bulb-outs and gutters
- Sidewalks, street trees, landscaping, and street furnishings
- Street, sidewalk, street lights, and park lighting
- Traffic signals, control centers, street signage, and pavement striping
- Parking meters
- Potable water distribution and fire suppression facilities
- Reclaimed water facilities and irrigation distribution
- Sanitary sewer facilities and pump stations
- Storm drains, storm water sewer, treatment and conveyance facilities
- Natural gas, electric, telephone and telecommunication facilities
- Utilities and utility relocation
- MUNI light rail/bus/transit facilities, catenary wires, communication facilities, transit stops and markings, poles, eyebolts and substations as needed and related improvements
- Arts facilities and community centers
- Bridges, trails, and staircases
- Seawall upgrades, small boat harbor, piers, railings, and other shoreline improvements
- Retaining walls, remediation caps, and permanent grading
- Public art installations and interpretive signage
- Education and job training centers
- Libraries
- Improvements to existing roadways, streetscapes and utilities
- Improvements to historic buildings
- Police and fire stations
- School facilities
- Erosion control features
- Street, lighting, utility, and related improvements to Innes Avenue and Hunters Point Boulevard outside the Project Area
- Any public improvements to be accepted by the City or the Agency (including, without limitation, distribution pipes for recycled water facility) in connection with any private sustainability infrastructure such as recycled water facilities, solar energy facilities, geothermal heating and cooling systems, and decentralized stormwater facilities.
- Additional temporary, interim and/or permanent facilities and improvements to the foregoing

Attachment C: Planning Code Section 314

SEC. 314. - CHILD-CARE REQUIREMENTS FOR OFFICE AND HOTEL DEVELOPMENT PROJECTS.

When the words "this Section" appear in Sections 314.1 through 314.8, they shall be construed to mean "Sections 314.1 through 314.8."

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.1. - DEFINITIONS.

The following definitions shall govern interpretation of this Section:

- (a) "Child-care facility" shall mean a child day-care facility as defined in California Health and Safety Code Section 1596.750.
- (b) "Child care provider" shall mean a provider as defined in California Health and Safety Code Section 1596.791.
- (c) "Commission" shall mean the City Planning Commission.
- (d) "DBI" shall mean the Department of Building Inspection.
- (e) "Department" shall mean the Department of City Planning.
- (f) "First certificate of occupancy" shall mean either a temporary certificate of occupancy or a Certificate of Final Completion and Occupancy, as defined in San Francisco Building Code Section 109, whichever is issued first.
- (g) "Hotel" shall mean a building containing six or more guest rooms as defined in San Francisco Housing Code Section 401 intended or designed to be used, or which are used, rented, or hired out to be occupied, or which are occupied for sleeping purposes and dwelling purposes by guests, whether rent is paid in money, goods, or services, including motels as defined in San Francisco Housing Code Section 401.
- (h) "Hotel use" shall mean space within a structure or portion thereof intended or primarily suitable for the operation of a hotel, including all office and other uses accessory to the renting of guest rooms, but excluding retail uses and office uses not accessory to the hotel use.
- (i) "Household of low income" shall mean a household composed of one or more persons with a combined annual net income for all adult members which does not exceed the

qualifying limit for a lower-income family of a size equivalent to the number of persons residing in such household, as set forth for the County of San Francisco in California Administrative Code Section 6932.

(j) "Household of moderate income" shall mean a household composed of one or more persons with a combined annual net income for all adult members which does not exceed the qualifying limit for a median-income family of a size equivalent to the number of persons residing in such household, as set forth for the County of San Francisco in California Administrative Code Section 6932.

(k) "Licensed child-care facility" shall mean a child-care facility which has been issued a valid license by the California Department of Social Services pursuant to California Health and Safety Code Sections 1596.80—1596.875, 1596.95—1597.09, or 1597.30—1597.61.

(l) "Net addition of gross square feet of hotel space" shall mean gross floor area as defined in Planning Code Section 102.9 to be occupied by, or primarily serving, hotel use, less the gross floor area in any structure demolished or rehabilitated as part of the proposed hotel development project space used primarily and continuously for office or hotel use and not accessory to any use other than office or hotel use for five years prior to Planning Commission approval of the hotel development project subject to this Section, or for the life of the structure demolished or rehabilitated, whichever is shorter.

(m) "Net addition of gross square feet of office space" shall mean gross floor area as defined in Planning Code Section 102.9 to be occupied by, or primarily serving, office use, less the gross floor area in any structure demolished or rehabilitated as part of the proposed office development project space used primarily and continuously for office or hotel use and not accessory to any use other than office or hotel use for five years prior to Planning Commission approval of the office development project subject to this Section, or for the life of the structure demolished or rehabilitated, whichever is shorter.

(n) "Nonprofit child-care provider" shall mean a child-care provider that is an organization organized and operated for nonprofit purposes within the provisions of California Revenue and Taxation Code Sections 23701—23710, inclusive, as demonstrated by a written determination from the California Franchise Tax Board exempting the organization from taxes under Revenue and Taxation Code Section 23701.

(o) "Nonprofit organization" shall mean an organization organized and operated for nonprofit purposes within the provisions of California Revenue and Taxation Code Sections 23701—23710, inclusive, as demonstrated by a written determination from the California Franchise Tax Board exempting the organization from taxes under Revenue and Taxation Code Section 23701.

(p) "Office development project" shall mean any new construction, addition, extension, conversion or enlargement, or combination thereof, of an existing structure which includes any gross square feet of office space.

(q) "Office use" shall mean space within a structure or portion thereof intended or primarily suitable for occupancy by persons or entities which perform, provide for their own benefit, or provide to others at that location services including, but not limited to, the following: Professional, banking, insurance, management, consulting, technical, sales and design, or the office functions of manufacturing and warehousing businesses, but excluding retail uses; repair; any business characterized by the physical transfer of tangible goods to customers on the premises; wholesale shipping, receiving and storage; design showcases or any other space intended and primarily suitable for display of goods; and child-care facilities. This definition shall include all uses encompassed within the meaning of Planning Code Section 219.

(r) "Retail use" shall mean space within any structure or portion thereof intended or primarily suitable for occupancy by persons or entities which supply commodities to customers on the premises including, but not limited to, stores, shops, restaurants, bars, eating and drinking businesses, and the uses defined in Planning Code Sections 218 and 220 through 225, and also including all space accessory to such retail use.

(s) "Sponsor" shall mean an applicant seeking approval for construction of an office or hotel development project subject to this Section and such applicant's successors and assigns.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86; Ord. 22-00, File No. 991877, App. 2/18/2000; Ord. 76-03, File No. 020592, App. 5/2/2003)

SEC. 314.2. - FINDINGS.

The Board hereby finds and declares as follows:

Large-scale office and hotel developments in the City and County of San Francisco (hereinafter "City") have attracted and continue to attract additional employees to the City, and there is a causal connection between such developments and the need for additional child-care facilities in the City, particularly child-care facilities affordable to households of low and moderate income.

Office and hotel uses in the City are benefitted by the availability of child care for persons employed in such offices and hotels close to their place of employment. However, the supply of child care in the City has not kept pace with the demand for child care created by these new employees. Due to this shortage of child care, employers will have difficulty in securing a labor force, and employees unable to find accessible and affordable quality child care will be forced either to work where such services are available outside of San

Francisco, or leave the work force entirely, in some cases seeking public assistance to support their children. In either case, there will be a detrimental effect on San Francisco's economy and its quality of life.

Projections from the EIR for the Downtown Plan indicate that between 1984 and 2000 there will be a significant increase of nearly 100,000 jobs in the C-3 District under the Downtown Plan. Most of that employment growth will occur in office and hotel work, which consist of a predominantly female work force.

According to the survey conducted of C-3 District workers in 1981, 65 percent of the work force was between the ages of 25—44. These are the prime childbearing years for women, and the prime fathering years for men. The survey also indicated that only 12 percent of the C-3 District jobs were part-time, leaving up to 88 percent of the positions occupied by full-time workers. All of these factors point to the inevitable increase in the number of working parents in the C-3 District and the concomitant increase in need for accessible, quality child-care.

Presently, there exists a scarcity of child care in the C-3 District and citywide for all income groups, but the scarcity is more acutely felt by households of low and moderate income. Hearings held on April 25, 1985 before the Human Services Committee of the San Francisco Board of Supervisors documented the scarcity of child care available in the C-3 District, the impediments to child-care program startup and expansion, the increase in the numbers of children needing care, and the acute shortage of supply throughout the Bay Area. The Board of Supervisors also takes legislative notice of the existing and projected shortage of child-care services in the City as documented by the Child-Care Information Kit prepared by the California Child-Care Resources and Referral Network located in San Francisco.

The scarcity of child care in the City is due in great part to large office and hotel development, both within the C-3 District and elsewhere in the City, which has attracted and will continue to attract additional employees and residents to the City. Some of the employees attracted to large office and hotel developments are competing with present residents for the few openings in child-care programs available in the City. Competition for child care generates the greatest pressure on households of low and moderate income. At the same time that large office and hotel development is generating an increased demand for child care, it is improbable that factors inhibiting increased supply of child care will be mitigated by the marketplace; hence, the supply of child care will become increasingly scarce.

The Master Plan encourages "continued growth of prime downtown office activities so long as undesirable consequences of such growth can be avoided" and requires that there be the provision of "adequate amenities for those who live, work and use downtown." In light of these provisions, the City should impose requirements on developers of office and hotel projects designed to mitigate the adverse effects of the expanded employment facilitated by such projects. To that end, the City Planning Commission is authorized to promote affirmatively the policies of the San Francisco Master Plan through the imposition

of special child-care development or assessment requirements. It is desirable to impose the costs of the increased burden of providing child care necessitated by such office and hotel development projects directly upon the sponsors of new development generating the need. This is to be done through a requirement that the sponsor construct child-care facilities or pay a fee into a fund used to foster the expansion of and to ease access to affordable child care as a condition of the privilege of development.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.3. - APPLICATION.

(a) This Section shall apply to office and hotel development projects proposing the net addition of 50,000 or more gross square feet of office or hotel space.

(b) This Section shall not apply to:

(1) Any development project other than an office or hotel development project, including that portion of an office or hotel development project consisting of a retail use;

(2) That portion of an office or hotel development project located on property owned by the United States or any of its agencies;

(3) That portion of an office or hotel development project located on property owned by the State of California or any of its agencies, with the exception of such property not used exclusively for a governmental purpose;

(4) That portion of an office or hotel development project located on property under the jurisdiction of the Port of San Francisco or the San Francisco Redevelopment Agency where the application of this Section is prohibited by State or local law; and

(5) Any office or hotel development project approved by the Planning Commission prior to the effective date of this Section.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.4. - IMPOSITION OF CHILD CARE REQUIREMENT.

(a) (1) The Department or the Commission shall impose conditions on the approval of building or site permit applications for office or hotel development projects covered by this Section in order to mitigate the impact on the availability of child-care facilities which will be caused by the employees attracted to the proposed development project. The conditions shall require that the sponsor

construct or provide a child-care facility on or near the site of the development project, either singly or in conjunction with the sponsors of other office or hotel development projects, or arrange with a nonprofit organization to provide a child-care facility at a location within the City, or pay an in-lieu fee to the City Treasurer which shall thereafter be used exclusively to foster the expansion of and ease access to child-care facilities affordable to households of low or moderate income.

(2) Prior to either the Department's or the Commission's approval of a building or site permit for a development project subject to this Section, the Department shall issue a notice complying with Planning Code Section 306.3 setting forth its initial determination of the net addition of gross square feet of office or hotel space subject to this Section.

(3) Any person may appeal the initial determination by delivering an appeal in writing to the Department within 15 days of such notice. If the initial determination is not appealed within the time allotted, the initial determination shall become a final determination. If the initial determination is appealed, the Commission shall schedule a public hearing prior to the approval of the development project by the Commission or the Department to determine the net addition of gross square feet of office or hotel space subject to this Section. The public hearing may be scheduled separately or simultaneously with a hearing under City Planning Code Sections 139, 306.2, 309(h), 313.4, 315.3 or a Discretionary Review hearing under San Francisco Business and Tax Regulations Code Section 26. The Commission shall make a final determination of the net addition of gross square feet at the hearing.

(4) The final determination of the net addition of gross square feet of office or hotel space subject to this Section shall be set forth in the conditions of approval relating to the child-care requirement in any building or site permit application approved by the Department or the Commission. The Department shall notify the Treasurer of the final determination of the net addition of gross square feet of office or hotel space subject to this ordinance within 30 days of the date of the final determination. The Department shall notify the Treasurer and DBI that the development project is subject to this Section prior to the time the Department or the Commission approves the permit application.

(b) (1) The sponsor of a development project subject to this (1) Section may elect to provide a child-care facility on the premises of the development project for the life of the project to meet the requirements of this Section. The sponsor shall, prior to the issuance of the first certificate of occupancy by DBI for the development project, provide proof to the Treasurer and the Department that:

(A) A space on the premises of the development project has been provided to a nonprofit child-care provider without charge for rent,

utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Net add. gross sq. ft. off. or hotel space</i>	<i>X .01 =</i>	<i>sq. ft. of child-care facility</i>
---	----------------	---------------------------------------

In the event that the net addition of gross square feet of office or hotel of the development project is less than 300,000 square feet, the child-care facility may have a minimum gross floor area of 2,000 square feet or the area determined according to the above formula, whichever is greater; and

(D) A notice of special restriction has been recorded stating that the development project is subject to this Section and is in compliance herewith by providing a child-care facility on the premises.

(2) The sponsor of a development project subject to this Section in conjunction with the sponsors of one or more other development projects subject to this Section located within ½ mile of one another may elect to provide a single child-care facility on the premises of one of their development projects for the life of the project to meet the requirements of this Section. The sponsors shall, prior to the issuance of the first certificate of occupancy by DBI for any one of the development projects complying with this part, provide proof to the Treasurer and the Planning Department that:

(A) A space on the premises of one of their development projects has been provided to a nonprofit child-care provider without charge for rent, utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor in whose project the facility will be located and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Combined net add. gross sq. ft. office or hotel space of all participating dev. projects</i>	<i>X .01</i> <i>=</i>	<i>sq. ft. of child-care facility</i>
--	--	--

In the event that the net addition of gross square feet of office or hotel space of all participating projects is less than 300,000 square feet, the child-care facility may have a minimum gross floor area of 2,000 square feet or the area determined according to the above formula, whichever is greater; and

(D) A written agreement binding each of the participating project sponsors guaranteeing that the child-care facility will be provided for the life of the development project in which it is located, or for as long as there is a demonstrated demand, as determined under Subsection (h) of this Section 314.4, has been executed and recorded in the chain of title of each participating building.

(3) The sponsor of a development project subject to this Section, either singly or in conjunction with the sponsors of one or more other development projects subject to this Section located within ½ mile of one another, may elect to provide a single child-care facility to be located within one mile of the development project(s) to meet the requirements of this Section. Subject to the discretion of the Department, the child-care facility shall be located so that it is reasonably accessible to public transportation or transportation provided by the sponsor(s). The sponsor(s) shall, prior to the issuance of the first certificate of occupancy by DBI for any development project complying with this part, provide proof to the Treasurer and the Planning Department that:

(A) A space has been provided to a nonprofit child-care provider without charge for rent, utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease or sublease and an operating agreement between the sponsor(s) and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Combined net add. gross sq. ft. office or hotel space of all participating dev. projects</i>	<i>x .01</i> <i>=</i>	<i>sq. ft. of child-care facility</i>
--	--	--

In the event that the net addition of gross square feet of office or hotel space of all participating projects is less than 300,000 square feet, the child-care facility may have a

minimum gross floor area of 2,000 square feet or the area determined according to the above formula, whichever is greater; and

(D) A written agreement binding each of the participating project sponsors, with a term of 20 years from the date of issuance of the first certificate of occupancy for any development project complying with this part, guaranteeing that a child-care facility will be leased or subleased to one or more nonprofit child-care providers for as long as there is a demonstrated demand under Subsection (h) of this Section 314.4 has been executed and recorded in the chain of title of each participating building.

(4) The sponsor of a development project subject to this Section may elect to pay a fee in lieu of providing a child-care facility. The fee shall be computed as follows:

<i>Net add. gross sq. ft. office or hotel space</i>	<i>X \$1.00 = Total Fee</i>
---	-----------------------------

Upon payment of the fee in full to the Treasurer and upon request of the sponsor, the Treasurer shall issue a certification that the fee has been paid. The sponsor shall present such certification to the Department prior to the issuance by DBI of the first certificate of occupancy for the development project.

(5) The sponsor of a development project subject to this Section may elect to satisfy its child-care requirement by combining payment of an in-lieu fee to the Child Care Capital Fund with construction of a child-care facility on the premises or providing child-care facilities near the premises, either singly or in conjunction with other sponsors. The child-care facility to be constructed on-site or provided near-site under this election shall be subject to all of the requirements of whichever of Parts (b)(1), (2) and (3) of this Section 314.4 is applicable, and shall have a minimum floor area of 3,000 gross square feet. If the net addition of gross square feet of office or hotel space of all participating projects is less than 300,000 square feet, the minimum gross floor area of the facility shall be 2,000 square feet. The in-lieu fee to be paid under this election shall be subject to all of the requirements of Part (b)(4) of this Section 314.4 and shall be determined by the Commission according to the following formula:

<i>Net. add. gross sq. ft. space - subject project</i>	<i>/</i>	<i>Net. add. gross sq. ft. space subject project Net. add. gross sq. ft. space all participating projects</i>	<i>X</i>	<i>Sq. ft. child- care facility</i>	<i>X100</i>	<i>X\$1.00</i>	<i>/</i>	<i>=</i>	<i>Total Fee for Subject Project</i>
--	----------	---	----------	---	-------------	----------------	----------	----------	--

(6) The sponsor of a development project subject to this Section may elect to satisfy its child-care requirement by entering into an arrangement pursuant to which a

nonprofit organization will provide a child-care facility at a site within the City. The sponsor shall, prior to the issuance of the first certificate of occupancy by the Director of the Department of Building Inspection for the development project, provide proof to the Director of Planning that:

(A) A space for a child-care facility has been provided by the nonprofit organization, either for its own use if the organization will provide child-care services, or to a nonprofit child-care provider without charge for rent, utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease or sublease and an operating agreement between the nonprofit organization and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Net add. gross sq. ft. office or hotel space</i>	<i>X .01 =</i>	<i>sq. ft. of child- care facility</i>
---	----------------	--

In the event that the net addition of gross square feet of office or hotel space is less than 300,000 square feet, the child-care facility may have a minimum gross floor of 2,000 square feet or the area determined according to the above formula, whichever is greater;

(D) The nonprofit organization has executed and recorded a binding written agreement, with a term of 20 years from the date of issuance of the first certificate of occupancy for the development project, pursuant to which the nonprofit organization guarantees that it will operate a child-care facility or it will lease or sublease a child-care facility to one or more nonprofit child-care providers for as long as there is a demonstrated need under Subsection (h) of this Section 314.4, and that it will comply with all of the requirements imposed on the nonprofit organization under this Paragraph (b)(6) and imposed on a sponsor under Subsections (g), (h) and (i) of Section 314.4.

(E) To support the provision of a child-care facility in accordance with the foregoing requirements, the sponsor has paid to the nonprofit organization a sum which equals or exceeds the amount of the in-lieu fee which would have been applicable to the project under Section 314.4(b)(4).

(F) The Department of Children, Youth and Their Families has determined that the proposed child-care facility will help meet the needs identified in the San Francisco Child Care Needs Assessment

and will be consistent with the City Wide Child Care Plan; provided, however, that this Paragraph (F) shall not apply to any office or hotel development project approved by the Planning Commission prior to December 31, 1999.

Upon compliance with the requirements of this Part, the nonprofit organization shall enjoy all of the rights and be subject to all of the obligations of the sponsor, and the sponsor shall have no further rights or obligations under this Section.

(c) The Director of the Department of Building Inspections shall provide notice in writing to the Director of Planning at least five business days prior to issuing the first certificate of occupancy for any development project subject to this Section. If the Director of Planning notifies the Director of the Department of Building Inspections within such time that the sponsor has not complied with the provisions of this Section, the Director of the Department of Building Inspections shall deny any and all certificates of occupancy. If the Director of Planning notifies the Director of the Department of Building Inspections that the sponsor has complied with this Section or fails to respond within five business days, a certificate of occupancy shall not be disapproved pursuant to this Section. Any failure of the Director of the Department of Building Inspections or the Director of Planning to give any notice under this Subsection shall not relieve a sponsor from compliance with this Section.

(d) In the event that the Department or the Commission takes action affecting any development project subject to this Section and such action is thereafter modified, superseded, vacated, or reversed by the Department or the Commission, Board of Appeals, the Board of Supervisors, or by court action, the permit application for such office development project shall be remanded to the Department or Commission within 60 days following the date on which such action is final to determine whether the proposed project has been changed in a manner which affects the area of the child-care facility or the amount of the in-lieu fee to be provided under this Section 314.4 and, if so, the Department or the Commission shall revise the child-care requirement imposed on the permit application in compliance with this Section, and shall promptly notify the Treasurer and DBI of that revision.

(e) The sponsor shall supply all information to the Treasurer, the Department, and the Commission necessary to make a determination as to the applicability of this Section and the number of gross square feet of office or hotel space subject to this Section.

(f) Within nine months of the effective date of this Section, the Commission shall, after public notice and a hearing pursuant to Charter Section 4.104, adopt rules and regulations by which compliance with this Subsection shall be determined.

(g) In the event that a sponsor elects to satisfy its child-care requirement under Section 314(b)(1), (2), (3) or (5) by providing an on-site or near-site child-care facility, the sponsor shall submit a report to the Department in January of each year for the life of the child-care facility. The report shall have attached thereto a copy of the license issued by the California Department of Social Services permitting operation of the child-care facility, and shall state:

- (1) The address of the child-care facility;
- (2) The name and address of the child-care provider operating the facility;
- (3) The size of the center in terms of floor area;
- (4) The capacity of the child-care facility in terms of the maximum number of children for which the facility is authorized to care under the license;
- (5) The number and ages of children cared for at the facility during the previous year; and
- (6) The fees charged parents for use of the facility during the previous year.

(h) In the event that a sponsor elects to satisfy its child-care requirement under Paragraphs 314.4 (b)(1), (2), (3) or (5) by providing an on-site or near-site child-care facility, or under Paragraph 314.4(b)(6) by agreement with a non-profit organization, the sponsor, or in the case of a facility created pursuant to Paragraph 314.4(b)(6) the non-profit organization, may apply to the Department to eliminate the facility or to reduce the floor area of the facility in any amount, providing, however, that the gross floor area of a reduced facility is at least 2,000 square feet. The Department shall schedule a public hearing on any such application before the Commission and provide notice pursuant to City Planning Code Section 306.3(a) at least two months prior to the hearing. The application may be granted only where the sponsor has demonstrated that there is insufficient demand for the amount of floor area then devoted to the on-site or near-site child-care facility. The actual reduction in floor area or elimination of the child-care facility shall not be permitted in any case until six months after the application is granted. Such application may be made only five years or more after the issuance of the first certificate of occupancy for the project. Prior to the reduction in floor area or elimination of the child care facility, the sponsor shall pay an in-lieu fee to the City's Treasurer to be computed as follows:

(20 - No. of years since issuance of first <u>certificate of occupancy</u>) 20	X	Net reduction gross sq. ft. child-care facility	= \$100X	Total Fee
---	----------	--	-----------------	----------------------

Upon payment of the fee in full to the Treasurer and upon request of the sponsor, the Treasurer shall issue a certification that the fee has been paid. The sponsor shall present such certification to the Director prior to the reduction in the floor area or elimination of the child care facility.

(i) The child care provider operating any child care facility pursuant to Sections 314.4(b)(1), (2), (3) or (5) shall reserve at least 10 percent of the maximum capacity of the child care facility as determined by the license for the facility issued by the California Department of Social Services to be affordable to children of households of low income. The Department shall adopt rules and regulations to determine the rates to be charged to such households at the same time and following the procedures for the adoption of rules and regulations under Section 314.5.

(j) The fee required by this ordinance is due and payable to the Treasurer prior to issuance of the first certificate of occupancy for the office development project. Except in the case of a reduction in space of the child care facility pursuant to Subsection (h), if the fee remains unpaid following issuance of the certificate, any amount due shall accrue interest at the rate of one and one-half percent per month, or fraction thereof, from the date of issuance of the certificate until the date of final payment. Where the amount due is as a result of a reduction in space of the child care facility pursuant to subsection (h), such interest shall accrue from the date on which the available space is reduced until the date of final payment.

(k) In the event that a development project for which an in-lieu fee imposed under this Section has been fully paid is demolished or converted to a use or uses not subject to this ordinance prior to the expiration of its estimated useful life, the City shall refund to the sponsor a portion of the amount of an in-lieu fee paid. The portion of the fee refunded shall be determined on a pro rata basis according to the ratio of the remaining useful life of the project at the time of demolition or conversion in relation to its total useful life. For purposes of this ordinance, the useful life of a development project shall be 50 years.

(l) A sponsor's failure to pay the fee imposed pursuant to (1) this Section shall constitute cause for the City to record a lien against the development project in the sum of the in-lieu fee required under this ordinance, as adjusted under this Section.

(2) If, for any reason, the fee imposed pursuant to this ordinance remains unpaid following issuance of the certificate, the Treasurer shall initiate proceedings in accordance with the procedures set forth in Article XX of Chapter 10, of the San Francisco Administrative Code to make the entire unpaid balance of the fee, including interest, a lien against all parcels used for the development project. The Treasurer shall send all notices required by that Article to the owner of the property as well as the sponsor. The Treasurer shall also prepare a preliminary report notifying the sponsor of a hearing to confirm such report by the Board of Supervisors at least 10 days before the date of the hearing. The report to the sponsor shall contain the sponsor's name, a description of the sponsor's development project, a description of the parcels of real property to be encumbered as set forth in the Assessor's Map Books for the current year, a description of the alleged violation of this ordinance,

and shall fix a time, date, and place for hearing. The Treasurer shall cause this report to be mailed to the sponsor and each owner of record of the parcels of real property subject to lien. Except for the release of lien recording fee authorized by Administrative Code Section 10.237, all sums collected by the Tax Collector pursuant to this ordinance shall be held in trust by the Treasurer and deposited in the Child Care Capital Fund established in Section 314.5.

(3) Any notice required to be given to a sponsor or owner shall be sufficiently given or served upon the sponsor or owner for all purposes hereunder if personally served upon the sponsor or owner or if deposited, postage prepaid, in a post office letterbox addressed in the name of the sponsor or owner at the official address of the sponsor or owner maintained by the Tax Collector for the mailing of tax bills or, if no such address is available, to the sponsor at the address of the development project, and to the applicant for the site or building permit at the address on the permit application.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86; Ord. 409-87, App. 10/9/87; Ord. 22-00, File No. 991877, App. 2/18/2000; Ord. 76-03, File No. 020592, App. 5/2/2003)

SEC. 314.5. - CHILD CARE CAPITAL FUND.

There is hereby established a separate fund set aside for a special purpose called the Child Care Capital Fund ("Fund"). All monies contributed pursuant to the provisions of this Section, and all other monies from the City's General Fund or from contributions from third parties designated for the fund shall be deposited in the fund. For a period of three years from the date of final adoption of this ordinance, no more than 25 percent of the money deposited in the fund shall be paid to providers operating child care facilities subject to Sections 314.4(b)(1), (2), (3) and (5) to reduce the cost of providing affordable child care services to children from households of low income as required in Section 314.4(i). The remaining monies deposited in the fund during such three-year period, and all monies in the fund following expiration of such three-year period, shall be used solely to increase and/or improve the supply of child care facilities affordable to households of low and moderate income; except that monies from the fund shall be used by the Director to fund in a timely manner a nexus study to demonstrate the relationship between commercial development projects and child care demand as described in San Francisco Planning Code Section 314.4. In the event that no child care facility is in operation under Sections 314.4(b)(1), (2), (3) or (5) during such three-year period, the maximum of 25 percent of the fund reserved for households of low income shall be spent solely to increase and/or improve the supply of child care facilities affordable to households of low and moderate income. The fund shall be administered by the Director, who shall adopt rules and regulations governing the disposition of the fund which are consistent with this Section.

Such rules and regulations shall be subject to approval by resolution of the Board of Supervisors.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86; Ord. 409-87, App. 10/9/87; Ord. 263-98, App. 8/21/98; Ord. 76-03, File No. 020592, App. 5/2/2003)

SEC. 314.6. - PARTIAL INVALIDITY AND SEVERABILITY.

If any provision of this Section, or its application to any development project or to any geographical area of the City, is held invalid, the remainder of the Section, or the application of such provision to other office or hotel development projects or to any other geographical areas of the City, shall not be affected thereby.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.7. - ANNUAL EVALUATION.

Commencing one year after the effective date of this Section and each year thereafter, the Director shall report to the Commission at a public hearing and to the Planning, Housing and Development Committee of the Board of Supervisors at a separate public hearing, on the status of compliance with this Section and the efficacy of this Section in mitigating the City's shortage of child care facilities generated by the office and hotel development projects subject to this Section. Five years after the effective date of this Section, the Commission shall review the formulae set forth in Section 314.4. In such report, the Director shall recommend any changes in the formulae.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.8. - DECREASE IN CHILD CARE FORMULAE AFTER STUDY.

If the Commission determines after review of an empirical study that the formulae set forth in Section 314.4 impose a greater requirement for child care facilities than is necessary to provide child care for the number of employees attracted to office and hotel development projects subject to this Section, the Commission shall, within three years of making such determination, refund that portion of any fee paid or permit a reduction of the space dedicated for child care by a sponsor consistent with the conclusions of such study. The Commission shall adjust any sponsor's requirement and the formulae set forth in Section 314.4 so that the amount of the exaction is set at the level necessary to provide child care for the employees attracted to office and hotel development projects subject to this Section.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

Attachment D: Planning Code Section 295

SEC. 295 ~~=~~ HEIGHT RESTRICTIONS ON STRUCTURES SHADOWING PROPERTY UNDER THE JURISDICTION OF THE RECREATION AND PARK COMMISSION.

(a) No building permit authorizing the construction of any structure that will cast any shade or shadow upon any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission may be issued except upon prior action of the City Planning Commission pursuant to the provisions of this Section; provided, however, that the provisions of this Section shall not apply to building permits authorizing:

(1) Structures which do not exceed 40 feet in height;

(2) Structures which cast a shade or shadow upon property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission only during the first hour after sunrise and/or the last hour before sunset;

(3) Structures to be constructed on property under the jurisdiction of the Recreation and Park Commission for recreational and park-related purposes;

(4) Structures of the same height and in the same location as structures in place on June 6, 1984;

(5) Projects for which a building permit application has been filed and either (i) a public hearing has been held prior to March 5, 1984 on a draft environmental impact report published by the Department of City Planning, or (ii) a Negative Declaration has been published by the Department of City Planning prior to July 3, 1984;

(6) Projects for which a building permit application and an application for environmental evaluation have been filed prior to March 5, 1984 and which involve physical integration of new construction with rehabilitation of a building designated as historic either by the San Francisco Board of Supervisors as a historical landmark or by the State Historic Preservation Officer as a State Historic Landmark, or placed by the United States Department of the Interior on the National Register of Historic Places and which are located on sites that, but for separation by a street or alley, are adjacent to such historic building.

(b) The City Planning Commission shall conduct a hearing and shall disapprove the issuance of any building permit governed by the provisions of this Section if it finds

that the proposed project will have any adverse impact on the use of the property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission because of the shading or shadowing that it will cause, unless it is determined that the impact would be insignificant. The City Planning Commission shall not make the determination required by the provisions of this Subsection until the general manager of the Recreation and Park Department in consultation with the Recreation and Park Commission has had an opportunity to review and comment to the City Planning Commission upon the proposed project.

(c) The City Planning Commission and the Recreation and Park Commission, after a joint meeting, shall adopt criteria for the implementation of the provisions of this Section.

(d) The Zoning Administrator shall determine which applications for building permits propose structures which will cast a shade or shadow upon property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission. As used in this Section, "property designated for acquisition by the Recreation and Park Commission" shall mean property which a majority of each of the Recreation and Park Commission and the City Planning Commission, meeting jointly, with the concurrence of the Board of Supervisors, have recommended for acquisition from the Open Space Acquisition and Park Renovation Fund, which property is to be placed under the jurisdiction of the Recreation and Park Commission.

(Added Ord. 62-85, App. 1/31/1985)

Attachment E: Planning Commission Resolution 18102

Attachment F: Proposition O (2016)

**REPORT TO THE BOARD OF SUPERVISORS
ON THE AMENDMENT TO THE
HUNTERS POINT SHIPYARD REDEVELOPMENT PLAN**

Prepared by:

**The Office of Community Investment and Infrastructure,
as the Successor Agency to the San Francisco Redevelopment Agency**

April 17, 2018

**REPORT TO THE BOARD OF SUPERVISORS
ON THE AMENDMENT TO THE
HUNTERS POINT SHIPYARD REDEVELOPMENT PLAN**

I. INTRODUCTION

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco, commonly known as the Office of Community Investment and Infrastructure (“Successor Agency” or “OCII”), has prepared this report (“Report”) to the Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) on the proposed amendment (“Plan Amendment”) of the Hunters Point Shipyard Redevelopment Plan (“HPS Plan”), in accordance with the California Community Redevelopment Law (Heath and Safety Code Section 33000 et seq., “CRL”). On April 17, 2018, the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure, (“Commission”) will consider approval of the Plan Amendment and authorization to transmit this report to the Board of Supervisors.

The HPS Plan establishes land use controls for development in the Hunters Point Shipyard Project Area (“HPS Project Area”). The Plan Amendment is necessary to facilitate proposed modifications to the existing development program for Phase 2 of the HPS Plan area, as further described in Section II.B, below.

This Report is prepared pursuant to CRL Sections 33457.1 and 33352, which delineate the information that the Successor Agency must provide to the Board of Supervisors for its consideration of amendments to a redevelopment plan. The contents of this Report provide the information required for redevelopment plan amendment “to the extent warranted” by the proposed amendment, Health & Safety Code § 33457.1, including the following: (i) reason for the amendment; (ii) description of how the amendment will improve or alleviate blight; (iii) proposed method of financing/economic feasibility; (iv) Planning Commission’s determination regarding conformity of the Plan Amendment to the General Plan (to be incorporated upon receipt); (v) report on the environmental review required by Section 21151 of the Public Resources Code; and (vi) neighborhood impact report.

II. DESCRIPTION OF THE PLAN AMENDMENT

A. Background

On July 14, 1997, the Board of Supervisors adopted the Hunters Point Shipyard Redevelopment Plan (“HPS Plan”) by Ordinance No. 285-97 and amended the HPS Plan on August 3, 2010 by Ordinance No. 211-10 and on June 22, 2017 by Ordinance No. 122-17. The HPS Plan calls for redevelopment of United States Navy lands constituting the former Hunters Point Naval Shipyard, proceeding on a multi-phased timeframe determined by the Navy’s environmental remediation and ultimate transfer of remediated land to the Redevelopment Agency of the City and County of San Francisco.

The HPS Plan bifurcates the Redevelopment Plan area (“Plan Area”) into two Phases—HPS Phase 1, which the Navy transferred in 2004, has been largely developed and HPS Phase 2, which includes approximately 507 acres, and mostly remains to be transferred from the Navy.

In 2010, the Former Redevelopment Agency of the City and County of San Francisco (“Former Agency”) and the City and County of San Francisco (“City”) undertook a series of actions to approve the development of Phase 2 as part of a 702-acre development project—the “CP/HPS2 Project”—that includes both HPS Phase 2 and Candlestick Point.¹ Within HPS Phase 2, the CP/HPS2 Project proposed two development alternatives, primarily distinguished by the presence or absence of a football stadium. Subsequent to the 2010 actions, the San Francisco 49ers football team elected to construct a new football stadium outside of San Francisco, and as a result, the Successor Agency and CP Development Co. LLC, the master developer of the CP/HPS2 Project (“Developer”), have focused on implementation of the non-stadium development alternative.

In addition to the withdrawal of the 49ers, delays in the Navy’s land transfers have allowed the Developer to engage a world-renown architectural team to prepare an updated land use vision for HPS Phase 2 (the 2018 updated development program, or “2018 Updated Program”). The 2018 Updated Program reflects the historic Shipyard street network and building typology, and proposes a robust mix of land uses and improved utilization of HPS Phase 2, as well as private “eco-district” infrastructure that is intended to place HPS Phase 2 at the forefront of sustainable development. The Plan Amendment is necessary to facilitate development under the 2018 Updated Program, and is described further below.

B. Plan Amendment

The Plan Amendment will update the land use program for HPS Phase 2 by modifying the street grid and layout for development within the Plan Area. In addition, the Plan Amendment will modify the definition of certain land uses to be consistent with the 2018 Updated Program; reduce the overall amount of square footage authorized for research and development/office use and allow additional retail use, and new hotel and institutional uses; make attendant changes to Principal Uses allowed in the five land use districts within the Plan area; allow additional private “eco-district” infrastructure; and allow for City regulation of cannabis-related uses and short term rental uses within the Plan area. The Plan Amendment does not modify the maximum amount of residential uses that may be developed within the Plan Area, which is 5,875 Dwelling Units. Maps delineating the HPS Project Area Boundary, Land Use Districts and street grid are attached as Exhibit A.

The Plan Amendment will update HPS Plan Section II.D.4, which provides limitations on type, size and height of buildings. Specifically, the Plan Amendment reduces the amount of research and development and office use from 5,000,000 square feet to approximately 4,265,000 square feet, increases the amount of retail from 125,000 square feet to approximately 401,000 square feet, and allows new uses of 120,000 square feet of hotel use and 410,000 square feet of institutional use, while retaining existing amounts of artists space and community facilities

¹ Candlestick Point is part of a separate redevelopment project area, the Bayview Hunters Point Redevelopment Project Area, which is the subject of a separate report to be submitted simultaneously to the Board of Supervisors.

space. The Plan Amendment will retain the existing 5,501,000 square-foot overall cap for nonresidential development. To provide flexibility over the course of the anticipated thirty-year buildout of HPS Phase 2, the above-specified square footage uses are permitted to be adjusted or converted to other uses, subject to approval by the Commission, and consistency with the overall 5,501,000 square foot nonresidential development cap.

III. SCOPE OF THE REPORT

This Report is prepared pursuant to CRL Sections 33457.1 and 33352, which delineate the information that the Successor Agency must provide to the Board of Supervisors for its consideration of amendments to a redevelopment plan. The contents of this Report, as described below, are consistent with the CRL, and include the following:

- Reason for the Plan Amendment (subsection (a) of Section 33352 of the CRL);
- Description of how the Plan Amendment will improve or alleviate blighting conditions (subsection (b) of Section 33352 of the CRL);
- Proposed method of financing the redevelopment of the Project Area as applicable to the Plan Amendment (subsection (e) of Section 33352 of the CRL);
- Discussion of the Planning Commission's forthcoming report and recommendation regarding conformity of the Plan Amendment to the General Plan, as required by (subsection (h) of Section 33352 of the CRL and Section 4.105 of the San Francisco Charter);
- Report on the environmental review required by Section 21151 of the Public Resources Code as applicable to the Plan Amendment (subsection (k) of Section 33352 of the CRL); and
- The neighborhood impact report (subsection (m) of Section 33352 of the CRL).

In approving the HPS Plan in 1997, and amendments in 2010 and 2017, the Board of Supervisors relied on information about the conditions of physical and economic blight within the HPS Project Area, the need for tax increment financing to carry out redevelopment in the HPS Project Area, and other factors justifying the establishment and amendment of the HPS Project Area. The Plan Amendment does not change the legal description or boundaries of the HPS Project Area, modify financing limits, or extend the duration of the HPS Plan. Further, the Plan Amendment does not alter the blight and financial determinations made at the time the HPS Project Area was originally adopted. The Plan Amendment would not displace any residents of the area, therefore there is no need for a relocation plan that might otherwise be required. In addition, since the Plan Amendment does not change the HPS Project Area boundaries or make changes to the HPS Plan to increase financing limits, extend its duration or add significant capital projects, no county fiscal officer's report or consultation with the taxing entities is required.

A. Reason for the Plan Amendment

As described above, the reason for the Plan Amendment is to facilitate redevelopment of HPS Phase 2 in a manner that will provide a greater mix of uses, while providing flexibility to respond to market conditions. The Plan Amendment seeks to create a strong and balanced mix of uses by reducing research and development and office uses by 735,000 square feet, and including additional retail, hotel and institutional uses, while maintaining artists' space and community facilities uses, and slightly increasing the amount of park space provided within HPS Phase 2. In addition, the Plan Amendment provides a greater opportunity to provide sustainable infrastructure improvements throughout the HPS Project Area, to help the community achieve sustainability and ecological priorities that will provide for the development of environmentally sound districts.

The following objectives and goals, as described in Section II of the HPS Plan would be further advanced by the adoption of the Plan Amendment:

- A. Foster employment, business, and entrepreneurial opportunities in the rehabilitation, construction, operations and maintenance of facilities in the Project Area.
- B. Stimulate and attract private investments, thereby improvement the City's economic health, tax base, and employment opportunities.
- C. Provide for the development of economically vibrant and environmentally sound districts for mixed use; cultural, educational and arts activities; research, industrial and training activities; and housing.
- D. Provide public parks, open space, and other community facilities.
- E. Provide for infrastructure improvements, including; streets and transportation facilities, open space and recreation areas; and utilities for water, sewer, gas and electricity.
- F. Provide sufficient flexibility in the development of real property within the Project Area to respond readily and appropriate to market conditions.

B. Description of How the Plan Amendment Will Improve or Alleviate Blight

The physical and economic conditions of blight existing at the time of adoption of the 2010 HPS Plan Amendment remain substantially the same. The HPS Project Area is characterized by adverse physical conditions including buildings in which it is unsafe or unhealthy for persons to live or work, and the existence of factors that prevent or substantially hinder the economically viable reuse of buildings and areas. Adverse economic conditions include depreciated and stagnant property values, properties containing hazardous wastes, abnormally high business vacancies, abandoned buildings, and excessive vacant lots within an area formerly used as a military base.

The Plan Amendment will improve or alleviate these adverse physical and economic conditions in the HPS Project Area through the development of under-utilized land, economic development activities, community enhancement efforts, affordable housing activities, and the delivery of public parks and open space. The Plan Amendment seek to create a strong and balanced mix of uses by reducing research and development and office uses by 735,000 square feet, and including

additional retail, hotel and institutional uses, while maintaining artists space and community facilities uses, and slightly increasing the amount of park space provided within HPS Phase 2. Creation of a more robust mixed-use development will foster employment, business and entrepreneurial opportunities, thereby strengthening the economic base of the HPS Project Area. Similarly, allowing for adjustment to square footage limitations of specific uses specified in the HPS Plan, within the HPS Plan's overall nonresidential development cap, will provide for certainty in the overall level of development while allowing continued flexibility in permitting future development, which maximizes the potential for long-term economically successful development within the Plan Area.

C. Proposed Method of Financing / Economic Feasibility of Amendment

The Plan Amendment does not propose any new capital expenditures by OCII, involve any new indebtedness or financial obligation of OCII, or change OCII's overall method of financing the redevelopment of the HPS Project Area. The Plan Amendment does not change the role of private enterprise in developing and financing the Project. OCII will continue, however, to use tax increment financing and funds from all other available sources to carry out its enforceable obligations to pay for the costs of public infrastructure in the HPS Project Area. The Plan Amendment is intended to provide flexibility to the development of the HPS Project Area to create a diverse and strong mix of land uses that appropriately responds to market conditions, which would generate more property taxes and consequently more tax increments than the existing, undeveloped conditions.

D. Report of the Planning Commission

Upon approval of the Plan Amendment, the Commission will refer the Plan Amendment to the Planning Commission for its report and recommendation, and findings of conformity with the General Plan. Prior to making its findings, the Planning Commission will consider for recommendation to the Board of Supervisors conforming amendments to the General Plan, including the Hunters Point Shipyard Area Plan. Assuming an affirmative recommendation, the Planning Commission will then review the Plan Amendment for conformity with the General Plan (as recommended for amendment), which will be incorporated in a supplemental report to the Board of Supervisors upon receipt.

E. Environmental Review

On June 3, 2010, the Commission of the Former Redevelopment Agency by Resolution No. 58-2010 and the Planning Commission by Motion No. 18096, acting as co-lead agencies, certified the Final Environmental Impact Report ("FEIR") under the California Environmental Quality Act ("CEQA") for the CP/HPS2 Project, which included amendments to the HPS Redevelopment Plan. On July 14, 2010, the Board of Supervisors affirmed, by Resolution No. 347-10 the Planning Commission's certification of the FEIR and found that various actions related to the CP/HPS2 Project complied with CEQA. Subsequent to the certification of the FEIR, OCII and the Planning Department prepared Addenda 1 through 4 to the FEIR analyzing certain Project modifications.

On April 9, 2018, OCII, as Lead Agency, approved Addendum 5 to the FEIR, which evaluated the 2018 Updated Program facilitated by the Plan Amendment, and determined that the analyses conducted and the conclusions reached in the FEIR remain valid and no supplemental environmental review is required beyond Addendum 5. With assistance from the Planning Department, OCII has reviewed Addendum 5, the FEIR and the Plan Amendment and determined that development facilitated by the Plan Amendment will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts that would alter the conclusions reached in the FEIR. Accordingly, no additional environmental review pursuant to State CEQA Guidelines Sections 15180, 15162, and 15163.

F. Neighborhood Impact Report

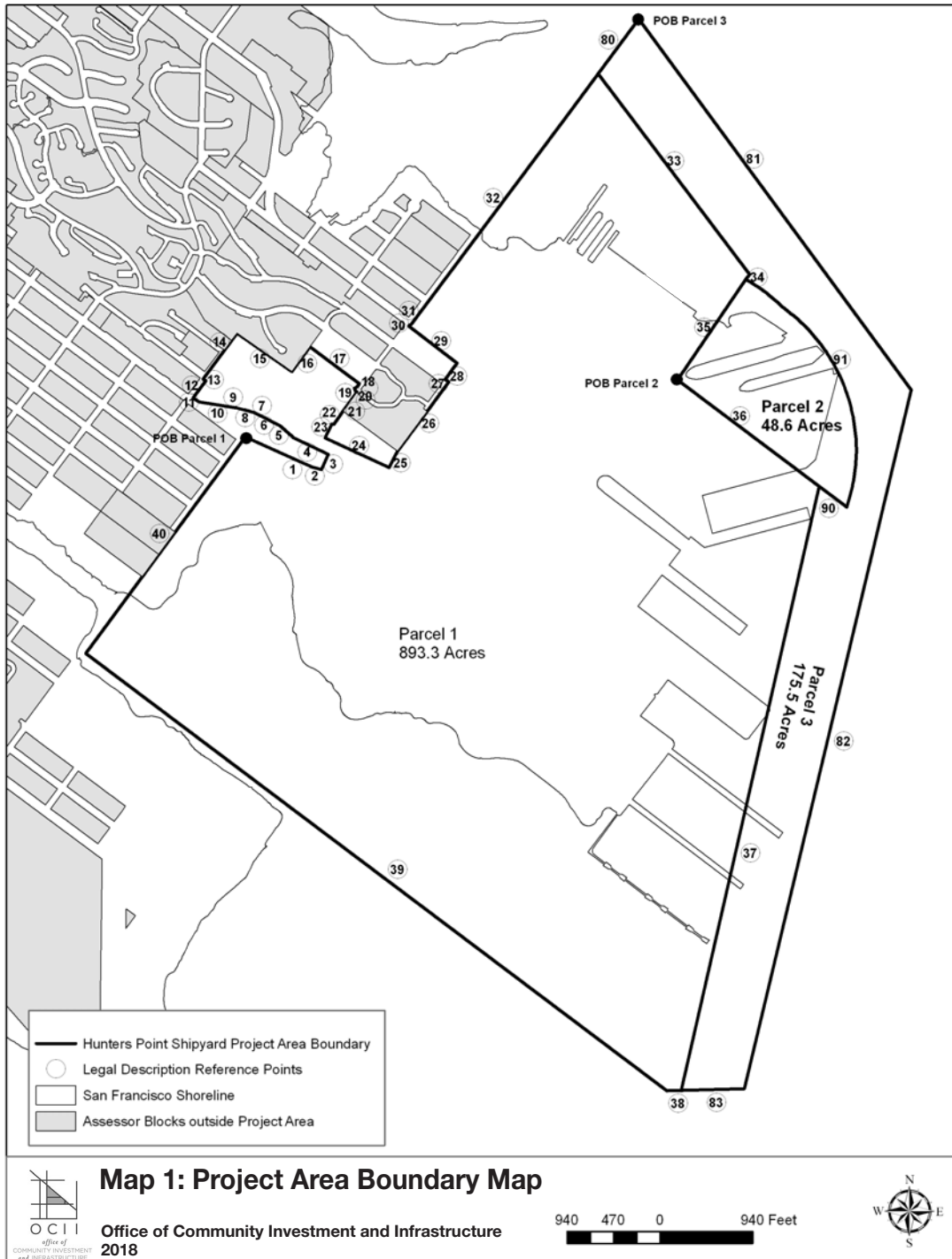
The Plan Amendment does not impact or alter the existing affordable housing obligations articulated in the HPS Plan. Under the CRL, at least 15 percent of all new and substantially rehabilitated dwelling units developed within the HPS Project Area by private or public entities other than OCII must be available at affordable housing cost to, and occupied by persons and families of extremely low, very low, low, or moderate income. Under the HPS Plan, at least 15% of the housing must be affordable to persons and families of low or moderate income.

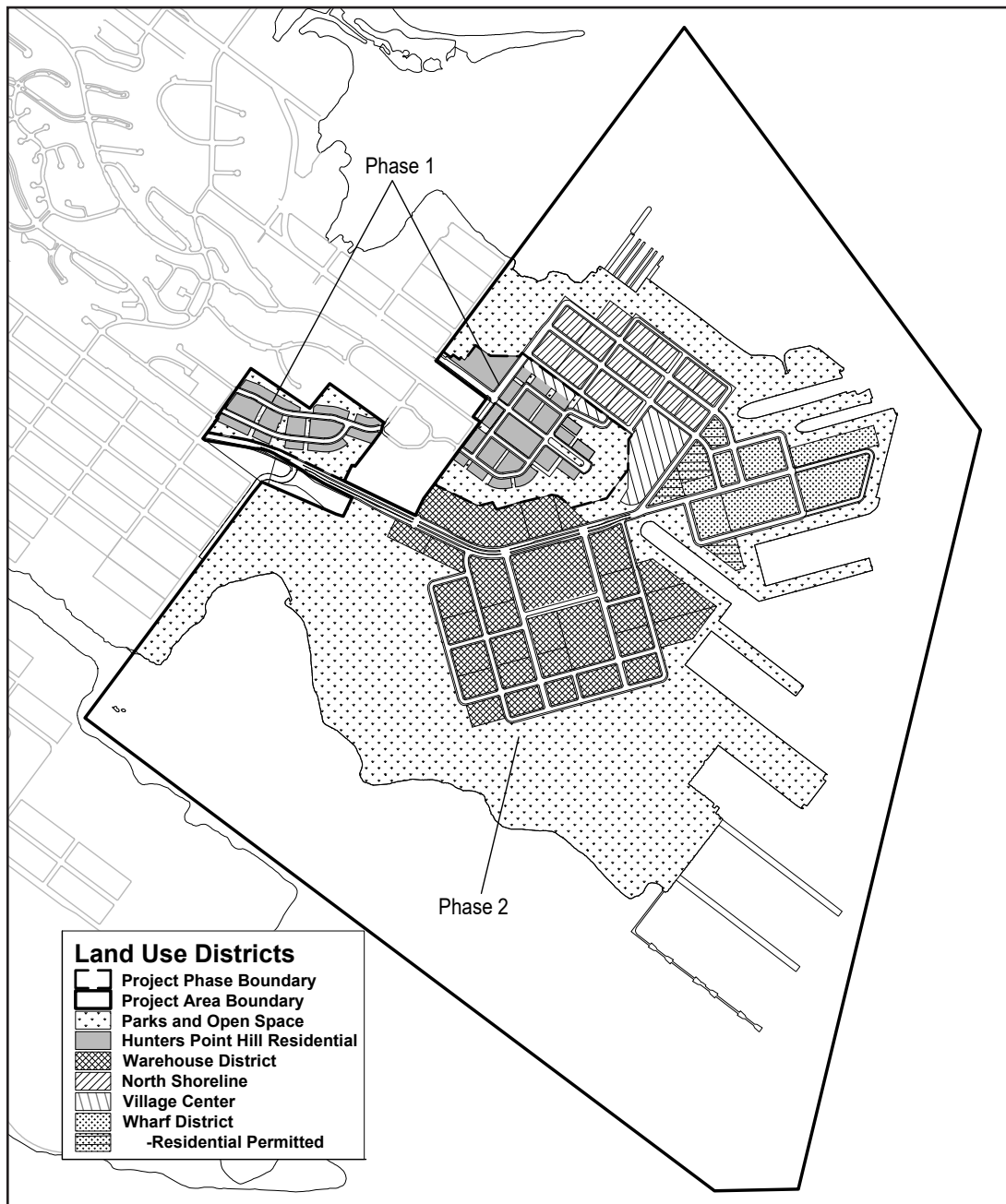
The percentage of affordable housing to be developed in the HPS Project Area is substantially higher than the required 15 percent. In HPS Phase 1, 27 percent of the homes to be constructed will be affordable. The percentage of affordable housing in the CP/Phase 2 Project will be 32 percent.

The Plan Amendment will not cause the destruction or removal of housing units from the low and moderate-income housing market and no persons or families of low or moderate income will be displaced, temporarily or permanently, from dwelling units as a result of the Plan Amendment. The means of financing the low- and moderate income housing units in the HPS Project Area are tax increment financing, revenue from the sales of public properties within the Project (if any), and development fees. The Plan Amendment does not change OCII's tax increment financing committed to affordable housing.

The process and requirements for the development of housing within the HPS Project Area is designed to provide new housing opportunities for households of diverse income, ages, lifestyles and family size. OCII will continue to promote the development of a wide variety of affordable housing including mixed-use development, development of new rental and ownership units and development of rental and ownership units, infill development, and senior housing. The housing opportunities within the HPS Project Area address the demand for housing suitable for families, seniors, young adults, and others with special needs. The amount and timing of this development is dependent on the amount and pace of the overall development in the HPS Project Area.

Exhibit A: Maps





BAYVIEW HUNTERS POINT (BVHP) REDEVELOPMENT PLAN AMENDMENT

SUMMARY

Bayview Hunters Point Redevelopment Plan

The BVHP Plan currently identifies one active Project Area, Subarea B, and further divides Subarea B to Zone 1, also known as Candlestick Point, which is subject to the land use controls of the Plan and accompanying Design for Development; and Zone 2, which is subject to the land use controls of the San Francisco Planning Code.

The proposed 2018 BVHP Plan amendment (Plan Amendment) would shift one parcel of land, the Jamestown Parcel (Assessor's Block/Lot 4991/276) from Zone 1 to Zone 2 consistent with the intent of the current land owner to the develop the Jamestown Parcel consistent with the Planning Code, and would make confirming amendment to the Plan's map exhibits. The shift of the Jamestown Parcel does not change the BVHP Project Area boundary or legal description. The Plan Amendment also allows adjustment to the Plan's specified land use square footages for Zone 1, or conversion to other permitted land uses within Zone 1, subject to OCII Commission approval and maintenance of the overall 1.185M square-foot cap. In addition, the Plan Amendment allows transfer of up to 118,500 square feet of research and development/office square footage from HPS Phase 2 to Zone 1 of the BVHP Project Area, subject to OCII Commission approval and any necessary environmental review.

The Plan Amendment also includes reciprocal amendments as they relate to the HPS Redevelopment Plan regarding the limitations on the number of dwelling units and development fees.

DETAILED AMENDMENT OVERVIEW

Development program updated to reflect master plan:

	2010		2018	
Maximum Dwelling Units in Zone 1	7,850	UNITS	7,850	UNITS
Proposed Dwelling Units	6,225	UNITS	7,218	UNITS
Community Use	50,000	SF	50,000	SF
Office	150,000	SF	150,000	SF
Hotel	150,000	SF	150,000	SF
Retail & Entertainment	760,000	SF	760,000	SF
Arena/Performance/Event Space	10,000	SEATS	10,000	SEATS
	[75,000]	SF	75,000	SF
	1,185,000*	SF	1,185,000	SF

* 2010 Plan did not included GSF for Arena/Performance Arts space, only seating but DDA & EIR state 75,000 GSF.

Amendments to the BVHP Redevelopment Plan include:

§4. Redevelopment Plan for Zone 1 of the Project Area (and subsequent references)

- Removal of §4.2.5 Jamestown Neighborhood from Zone 1, and inclusion in Zone 2.

Confirming amendments to reflect amendments to the HPS Redevelopment Plan, including:

§4.2.6 Land Use Districts

- Deleted Medical Cannabis Clubs as a prohibited use

§4.2.7 Candlestick Mixed Use Residential District

- Added Cannabis-Related Uses as a prohibited use

§4.3.1 Applicability of City Regulations; City's Duty to Protect Public Health and Safety

- §4.3.1(c) Permitted New City Regulations
 - Added that the City Municipal Code (excluding Planning Code provisions) and related regulations as they apply to Cannabis-Related Uses are permitted New City Regulations.
 - Added that City Municipal Code (excluding Planning Code provisions) and related permitting program as they apply to Short Term Rentals are permitted New City Regulations

§4.3.6 Limitation of the Number of Dwelling Units

- Added language that CP, HPS1 & HPS2 cannot exceed 12,100 without prior OCII approval and environmental review.

§4.3.7 Limitation on the Type, Size and Height of Buildings

- Added language to allow for the conversion of certain specified uses to other uses, subject to OCII Commission approval (including attendant environmental review); and that the total square footage does not exceed the Candlestick project cap.
- Added language to allow for the transfer of non-residential square footage from the Shipyard to Candlestick; subject to OCII Commission approval (including attendant environmental review); and that the transferred square footage does not exceed 136,000 square feet, with any such transfer commensurately reduced at the Shipyard.

§3.4.15 Development Fee and Exactions

- Added language to allow public art installed and maintained via funds from the Arts Fee to be located at either Shipyard or Candlestick.

§6. Definitions

- Added Cannabis-Related Use, and Short-Term Rental
- Deleted Medical Cannabis Dispensary

Maps

- Replaced to reflect excision of Jamestown Neighborhood from Zone 1 to Zone 2.

**REDEVELOPMENT PLAN
FOR THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT**

~~June 22, 2017~~

_____, 2018



**SUCCESSOR AGENCY TO THE SAN FRANCISCO
REDEVELOPMENT AGENCY**

**Adopted August 3, 2010
Amended June 22, 2017
Amended _____, 2018**

**REDEVELOPMENT PLAN
FOR THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT**

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

Amendments Adopted and Approved by the Board of Supervisors
of the City and County of San Francisco,
Ordinance No. 280-70, August 24, 1970,
Ordinance No. 475-86, December 1, 1986,
Ordinance No. 417-94, December 12, 1994,
Ordinance No. 113-06, May 23, 2006,
Ordinance No. 210-10, August 3, 2010;
[Ordinance No. 121-17; June 22, 2017](#)
and Ordinance No. ~~121-17, June 13, 2017~~ [-18, _____, 2018.](#)

TABLE OF CONTENTS

1.0	BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN OVERVIEW.....	1
1.1	Bayview Hunters Point Redevelopment Plan Overview	1
1.1.1	Significant Community Participation In Planning Process	1
1.1.2	Contents of this Redevelopment Plan	2
1.1.3	Project Area Boundaries	2
1.1.4	Conformance with the General Plan	3
1.1.5	Powers, Duties and Obligations for Implementation of this Redevelopment Plan	3
1.1.6	Powers and Duties of the Project Area Committee	3
1.1.7	Preliminary Plan.....	4 <u>3</u>
1.1.8	Remaining Survey Area Subject to Further Analysis and Incorporation.....	4
1.2	Planning Goals and Objectives for the Project Area.....	4
1.2.1	Redevelopment Project Area Objectives.....	4
1.2.2	Implementation Plan for the Project Area	6 <u>5</u>
1.2.3	Related Plan Documents for the Project Area.....	6
1.2.4	Historical Survey of the Project Area.....	6
1.2.5	Performance Audit	6
1.3	Redevelopment Plan Duration	7
1.3.1	Plan Duration for Project Area A.....	7
1.3.2	Plan Duration for Project Area B.....	7
1.4	Redevelopment Activities for the Project Area	8<u>7</u>
1.4.1	Redevelopment Actions	8 <u>7</u>
1.4.2	Personal Property Acquisition and Disposition.....	9 <u>8</u>
1.4.3	Real Property Acquisition	9
1.4.4	Real Property Disposition and Development	9
1.4.5	Prohibitions and Limitations on Use of Eminent Domain	10
1.4.6	Rehabilitation, Conservation and Moving of Structures	12 <u>11</u>
1.5	Community Revitalization Activity Nodes	12

1.5.1	Northern Gateway	12
1.5.2	Town Center.....	13 <u>12</u>
1.5.3	Health Center	13
1.5.4	South Basin	14 <u>13</u>
1.5.5	Oakinba.....	14
1.5.6	Hunters Point Shoreline.....	14
1.5.7	Candlestick Point	15 <u>14</u>
1.6	Community Enhancements and Benefits Program for the Project Area	15
1.6.1	Community Benefits Program.....	15
1.6.2	Proposed Benefits Programs.....	16 <u>15</u>
1.6.3	Open Space.....	16
1.6.4	Public Improvements and Public Facilities.....	17 <u>16</u>
1.7	Affordable Housing in the Project Area	17 <u>16</u>
1.7.1	Affordable Housing Program	17 <u>16</u>
1.7.2	Affordable Housing Production Goals.....	17
1.7.3	Affordable Housing Participation Policy	18 <u>17</u>
1.7.4	Tax Increment Committed To Housing.....	19 <u>18</u>
1.7.5	Replacement Housing	19
1.7.6	Occupancy Preferences	20 <u>19</u>
1.8	Methods of Financing this Redevelopment Plan in the Project Area.....	20 <u>19</u>
1.8.1	General Description of Proposed Financing Method.....	20 <u>19</u>
1.8.2	Tax Increment Financing.....	20
1.8.3	Agency Bonds.....	22 <u>21</u>
1.8.4	Time Limit on Establishment of Indebtedness.....	22
1.8.5	Time Limit for Receipt of Tax Increment Funds.....	23 <u>22</u>
1.8.6	Other Loans, Grants and Miscellaneous Financing Sources.....	23 <u>22</u>
2.0	GENERAL POLICIES APPLICABLE TO THE PROJECT AREA.....	23 <u>22</u>
2.1	Relocation of Displaced Persons, Businesses and Others in Project Area	23 <u>22</u>

2.1.1	Assistance in Finding other Locations	23 <u>22</u>
2.1.2	Relocation Payments	24 <u>23</u>
2.1.3	Business Tenant Preference	24 <u>23</u>
2.2	Nondiscrimination and Equal Opportunity	24
2.2.1	Nondiscrimination in Implementation	24
2.2.2	Employment and Contracting Opportunities in Implementation	25 <u>24</u>
2.3	Owner Participation Agreements	25 <u>24</u>
2.3.1	Participation by Property Owners.....	25 <u>24</u>
2.3.2	OPA Rules.....	26 <u>25</u>
2.4	Enforcement, Amendments and Severability of Redevelopment Plan	26 <u>25</u>
2.4.1	Actions by the City	26 <u>25</u>
2.4.2	Administration and Enforcement.....	26 <u>25</u>
2.4.3	Procedures for Plan Amendment	26
2.4.4	Severability	27 <u>26</u>
3.0	EXPIRED REDEVELOPMENT PLAN FOR PROJECT AREA A	27 <u>26</u>
3.1	Methods of Financing under this Redevelopment Plan for former Project Area A.....	27 <u>26</u>
3.1.1	General Description of Proposed Financing Method.....	27 <u>26</u>
3.1.2	Limits on Indebtedness and Tax Increment for Non-Housing Purposes	29 <u>28</u>
3.1.3	Extension of Indebtedness and Tax Increment for Housing under Senate Bill (SB) 2113	29 <u>28</u>
4.0	REDEVELOPMENT PLAN FOR ZONE 1 OF THE PROJECT AREA.....	29 <u>28</u>
4.1	Existing Conditions in Zone 1 of the Project Area.....	30 <u>29</u>
4.2	Generalized Neighborhood Land Uses	30 <u>29</u>
4.2.1	Alice Griffith Neighborhood	30 <u>29</u>
4.2.2	Candlestick North Neighborhood.....	30 <u>29</u>
4.2.3	Candlestick Center Neighborhood.....	31 <u>30</u>
4.2.4	Candlestick South Neighborhood.....	31 <u>30</u>

4.2.5	Jamestown Neighborhood	32 <u>Intentionally Deleted.</u>	30
4.2.6	Land Use Districts	32 <u>31</u>	
4.2.7	Candlestick Mixed Use Residential District	34 <u>32</u>	
4.2.8	Candlestick Center Mixed Use Commercial District.....	35 <u>34</u>	
4.2.9	Open Space.....	37 <u>36</u>	
4.2.10	Interim Uses.....	38 <u>37</u>	
4.2.11	Temporary Uses	39 <u>37</u>	
4.2.12	Public Rights-of-Way.....	39 <u>38</u>	
4.3	Standards and Procedures for Development in Zone 1	39 <u>38</u>	
4.3.1	Applicability of City Regulations; City's Duty to Protect Public Health and Safety.....	40 <u>38</u>	
4.3.2	Cooperation Agreement.....	42 <u>41</u>	
4.3.3	Interagency Cooperation Agreement	42 <u>41</u>	
4.3.4	Type, Size, Height and Use of Buildings in Zone 1.....	43 <u>42</u>	
4.3.5	Limitation on the Number of Buildings	43 <u>42</u>	
4.3.6	Limitation on the Number of Dwelling Units	43 <u>42</u>	
4.3.7	Limitation on Type, Size and Height of Buildings.....	43 <u>42</u>	
4.3.8	Parking	43	
4.3.9	Land Coverage.....	44 <u>43</u>	
4.3.10	Signs.....	44 <u>43</u>	
4.3.11	Review of Planning Applications, Architectural and Landscape Plans	44 <u>43</u>	
4.3.12	Off-Site Improvements	44 <u>43</u>	
4.3.13	Variance by Agency	45 <u>44</u>	
4.3.14	Nonconforming Uses.....	45 <u>44</u>	
	4.3.15 Development Fees and Exactions.....		45
	4.3.16 Office Development Limitations.....	47	
	<u>46</u>		
4.3.17	Shadow on Recreation and Park Property.....		47

5.0	REDEVELOPMENT PLAN FOR ZONE 2 OF THE PROJECT AREA.....	47
5.1	Existing Conditions in Zone 2 of the Project Area.....	4847
5.2	Land Uses Permitted in Zone 2 of the Project Area.....	4847
5.2.1	Permitted Land Uses in Zone 2	48
5.2.2	Residential	48
5.2.3	Mixed Use = Neighborhood Commercial	49 48
5.2.4	Light Industrial.....	49 48
5.2.5	Buffer Zones.....	49
5.2.6	Public Facility	49
5.2.7	Public Rights-of-Way.....	49
5.3	Standards for Development in Zone 2 of the Project Area....	5049
5.3.1	Delegation Agreement	50 49
5.3.2	Type, Size, Height and Use of Buildings in Zone 2.....	50
5.3.3	Limitation on the Number of Buildings	51 50
5.3.4	Number of Dwelling Units.....	51 50
5.3.5	Parking	51 50
5.3.6	Land Coverage.....	51 50
5.3.7	Signs	51 50
5.3.8	Review of Planning Applications, Architectural and Landscape Plans	51
5.3.9	Off-Site Improvements.....	51
5.3.10	Variance by Agency	52 51
5.3.11	Variance by Planning Department	52
5.4	Economic Development Program for Zone 2 of the Project Area	52
5.4.1	Proposed Economic Development Programs.....	52
5.4.2	Economic Development Activity Nodes	53 52
6.0	DEFINITIONS	5453

[ATTACHMENTS](#)

Attachment A - Legal Description Project Area A.....	68
---	----------------------

Attachment B - Legal Description Project Area B.....	70
Parcel One.....	70
Parcel Two.....	78
Attachment C - Authorized Public Improvements.....	81
Attachment D - List of Blocks and Lots Within Zone 1 of Project	
Area B.....	82
Attachment E - Planning Code Section 314.....	83
Attachment F - Planning Code Section 295.....	98
Attachment G - Planning Commission Resolution 18102.....	99
Attachment H - Proposition O (2016).....	100

EXHIBITS

MAP 1 — Project Area Boundary.....	101
MAP 2 — Project Area B Redevelopment Zones.....	102
MAP 3 — Area B Activity Nodes.....	103
MAP 4 — Zone 1 Land Use Districts Map.....	102
MAP 5 — Zone 2 Generalized Land Use Map.....	103

1.0 BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN OVERVIEW

When adopted in 2006, this Bayview Hunters Point Redevelopment Plan¹ (the “**Redevelopment Plan**”) amended the redevelopment plan formerly known as the Hunters Point Redevelopment Plan for the redevelopment project area formerly known as “**Hunters Point Redevelopment Project Area**.” In January 2009, the portion of this Redevelopment Plan covering the Hunters Point Redevelopment Project Area (also known as Project Area A) expired and, as a result, the Redevelopment Agency of the City and County of San Francisco (the “**Agency**”) has no authority to act pursuant to that portion of this Redevelopment Plan except to pay previously incurred indebtedness, to enforce existing covenants, contracts, or other obligations, and to comply with affordable housing obligations, which includes the use of its tax increment for the funding of affordable replacement housing.² With the expiration of Project Area A, only the area added by the 2006 amendment constitutes the “**Bayview Hunters Point Redevelopment Project Area**” (sometimes referred to as the “**Project Area B**” or the “**Project Area**”). During the preparation of this Redevelopment Plan, the Agency consulted with the Project Area Committee, the Planning Department and other departments of the City and County of San Francisco (the “**City**”).

1.1 Bayview Hunters Point Redevelopment Plan Overview

1.1.1 Significant Community Participation In Planning Process

The Hunters Point Redevelopment plan was adopted in 1969 to replace and rehabilitate former military housing units. The redevelopment activities in this area, termed Project Area A in this Redevelopment Plan, are complete. In 1995 the community completed planning work on the South Bayshore Area Plan, a specific area plan of the San Francisco General Plan. The South Bayshore Area Plan considered the use of redevelopment tools to continue the revitalization of the Bayview Hunters Point community. The same year, the Board of Supervisors created the Bayview Hunters Point Survey Area. In 1997, the PAC was formed through a public election process.

The PAC created the Community Revitalization Concept Plan for Bayview Hunters Point in 2000, which outlined a wide range of programs intended to bring about physical and economic improvements in the community. While the Concept Plan described many activities beyond the scope of redevelopment programs, it has served as the foundational policy document for this Redevelopment Plan. In 2004, the PAC completed the Framework Housing Program that described an array of affordable housing programs and policies supported by PAC members. This Redevelopment Plan incorporates relevant policies of the Framework Housing Program. Both the

¹ Capitalized terms have the meaning set forth in Section 6 (Definitions) unless otherwise indicated in the text.

² Under Sections 33333.7 and 33333.8 of the California Health and Safety Code, the Agency may continue to incur indebtedness and receive tax increment from the Hunters Point Project Area (Project Area A) to fulfill its housing obligation to replace affordable housing units that were previously destroyed and never replaced. Ordinance No. 15-05 (Jan. 21, 2005).

Concept Plan and the Framework Housing Program should continue to guide the policies of the Agency and other city departments working in Bayview Hunters Point.

In June 2008, San Francisco voters approved Proposition G, which adopted policies for revitalization of Candlestick Point and Hunters Point Shipyard Phase Phase 2. This Redevelopment Plan implements Proposition G.

1.1.2 Contents of this Redevelopment Plan

This Redevelopment Plan consists of this text, the Project Area Boundary map (Map 1), the Legal Descriptions of Project Areas A and B (Attachments A & B), the Project Area B Redevelopment Zones map (Map 2), the Area B Activity Nodes map (Map 3), the Zone 1 Land Use Districts Map (Map 4), the Zone 2 Generalized Land Use Map (Map 5), the list of Authorized Public Improvements (Attachment C), the List of Blocks and Lots within Zone 1 as of the 2010 Plan Amendment Date (Attachment D), Planning Code Section 314 (Attachment E), Planning Code Section 295 (Attachment F), Planning Commission Resolution 18102 (Attachment G) (subject to ~~section~~[Section](#) 4.3.16 (below)), and Proposition O (Attachment H). All attachments and maps are incorporated into this Redevelopment Plan by reference. This Redevelopment Plan was prepared by the Agency pursuant to the California Community Redevelopment Law (CRL), the California Constitution, and all applicable local codes and ordinances. The Project Area is in Bayview Hunters Point, City and County of San Francisco, State of California and includes all properties within the Project Area boundary shown on Map 1.

1.1.3 Project Area Boundaries

The Project Area consists of Project Area B which has two sub-areas: Zone 1 (also known as the Candlestick Point Sub-Area) and Zone 2.³

Project Area B includes portions of the Survey Area designated and described in Resolution No. 26-95 adopted by the Board of Supervisors of the City and County of San Francisco on January 3, 1995, and formally designated in name as the “Bayview Hunters Point Survey Area” in Resolution No. 439-99 adopted by the Board of Supervisors on May 10, 1999. The BVHP Project Area was adopted on June 1, 2006 by Ordinance No. 113-06. The boundaries of Project Area B are indicated on Map 1, Project Area Boundary Map, and the legal description is found in Attachment B. The sub-areas of Project Area B are illustrated in Map 2. The parcels, as of the 2010 Plan Amendment Date, within Zone 1 are listed by Assessor Block and Lot numbers in Attachment D.

A portion of the original Bayview Hunters Point Survey Area created in 1995 centered around the Hunters Point Shoreline Activity Node, also referred to as the India Basin Shoreline,

³ Prior to its expiration in 2009, Project Area A comprised all of the Redevelopment Area G (Hunters Point), as designated and described in Resolution No. 711-63 adopted by the Board of Supervisors on December 23, 1963, portions of the Survey Area as designated and described in Resolution No. 100-68 adopted by the Board of Supervisors on February 13, 1968, and Survey Areas as designated and described in Resolution No. 313-70 adopted by the Board of Supervisors on May 25, 1970. The boundaries of Project Area A are indicated on Map 1, Project Boundary Map, and the legal description is found in Attachment A.

may be added as Project Area C as part of a future plan amendment, as described in Section 1.1.8 below.

1.1.4 Conformance with the General Plan

The Redevelopment Plan is consistent with the General Plan of the City and County of San Francisco and its applicable elements, including the BVHP Area Plan and the Candlestick Point Sub-Area Plan, each as ~~in effect on~~ the ~~2010~~2018 Plan Amendment Date. ~~The Redevelopment Plan, and~~ is ~~also~~ in conformity with the eight Priority Policies of Section 101.1 of the [San Francisco](#) Planning Code ~~in effect on the 2010 Plan Amendment Date.~~

1.1.5 Powers, Duties and Obligations for Implementation of this Redevelopment Plan

This Redevelopment Plan provides the Agency with the powers, duties and obligations to implement and further the programs generally described herein for the redevelopment, rehabilitation and revitalization of the Project Area. This Redevelopment Plan provides a framework and sets forth the objectives, redevelopment programs, and land use controls within which specific redevelopment activities in the Project Area will be pursued. It also describes the tools available to the Agency to develop and proceed with specific plans, projects, and solutions. The development of all real property in Zone 1 of the Project Area is subject to the controls and requirements of this Redevelopment Plan, and the other applicable Plan Documents, including the development standards and design guidelines established in the Candlestick Point Design for Development. The development of all real property in Zone 2 of the Project Area is subject to the controls and requirements of this Redevelopment Plan, the Planning Code and the other applicable Plan Documents, as described herein.

1.1.6 Powers and Duties of the Project Area Committee

The PAC has the role and duties listed in Section 33347.5 and Sections 33385 through 33388 of the CRL, which requires, among other things that the Agency consult with and obtain the advice of a project area committee on policy matters affecting the residents of the project area “throughout the period of preparation of the redevelopment plan and for a three-year period after the adoption of the redevelopment plan, subject to one-year extensions by the legislative body.” Section 33386. The required three-year period for the PAC is reset by the amendment of this Redevelopment Plan by Ordinance No. 210-10. When the term of the existing PAC expires, the Agency shall request, on an annual basis, that the Board of Supervisors authorize one-year extensions of the PAC for the duration of this Redevelopment Plan or otherwise ensure, pursuant to CRL Section 33385(f), that another advisory committee is formed for the duration of this Redevelopment Plan. The Agency will consult with and seek the advice of the PAC or other advisory committee on policies and programs designed to implement this Redevelopment Plan.

1.1.7 Preliminary Plan

This Redevelopment Plan is based on the Amended Preliminary Plan for the South Bayshore Redevelopment Project Area, formulated and adopted by the Planning Commission by

Motion No. 14205 on October 10, 1996 and as revised by the Planning Commission by Motion No. 14257 on December 12, 1996. The Planning Commission also formulated and adopted the India Basin Preliminary Plan by Motion No. 17932 on July 23, 2009.

1.1.8 Remaining Survey Area Subject to Further Analysis and Incorporation

A portion of the Bayview Hunters Point Survey Area that is centered around the Hunters Point Shoreline Activity Node, as shown on Map 3 ~~—~~ Area B Activity Nodes, is subject to further analysis and planning by the Agency, in conjunction with the Planning Department and other City departments. Although this area suffers from severe blighting conditions, further analysis and study are required before the Agency can recommend to the Board of Supervisors that the area be included in the Project Area. The Agency anticipates that further planning and blight analysis will support a future amendment to this Redevelopment Plan to include most of this area. If supported by further analysis, the Agency anticipates incorporation of the India Basin Shoreline area as Project Area C through a further amendment of this Redevelopment Plan.

1.2 Planning Goals and Objectives for the Project Area

1.2.1 Redevelopment Project Area Objectives

The following goals for this Redevelopment Plan were established in conjunction with the PAC through its endorsement of the Concept Plan and in meetings with members of the public at large. Together with the other related Plan Documents, these goals and objectives will direct the revitalization of the community and guide the direction of all future development within the Project Area. The goals and objectives for the Project Area are as follows:

- Providing opportunities for participation by owners in the redevelopment of their properties.
- Increasing the community's supply of housing by facilitating economically feasible, affordable housing for existing very low-, low- and moderate-income households and residents in the community.
- Strengthening the economic base of the Project Area and the community by strengthening retail and other commercial functions within the Project Area through the facilitation of new retail space, and as appropriate, new commercial and light industrial uses.
- Providing public parks and open space.
- Administering lands granted to the Agency by the State consistent with the Public Trust for commerce, navigation and fisheries, and reconfiguring those lands in a manner that enhances their value for Public Trust purposes, in accordance with Chapter 203 of the Statutes of 2009 (as amended from time to time, the "**Granting Act**").

- Retaining existing residents and existing cultural diversity to the extent feasible.
- Encouraging participation of area residents in the economic development that will occur.
- Supporting locally-owned small businesses and local entrepreneurship.
- 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.
- Facilitating public transit opportunities to and within the Project Area to the extent feasible.
- Providing land, as feasible and appropriate, for publicly accessible open spaces.
- Facilitating the preservation, rehabilitation, and seismic retrofitting of historic buildings and other landmarks.
- Providing assistance towards the improvement of key transportation routes to meet the needs of alternative transportation modes, industrial trucking operations, and emergency operations.
- Eliminating blighting influences and correcting environmental deficiencies within the Project Area, including, abnormally high vacancies, abandoned, deteriorated and dilapidated buildings, incompatible land uses, depreciated or stagnant property values, and inadequate or deteriorated public improvements, facilities and utilities.
- Removing structurally substandard buildings, removing impediments to land development, and facilitating modern, integrated development with improved pedestrian and vehicular circulation within the Project Area and vicinity.
- Redesigning and developing undeveloped and underdeveloped areas, which are improperly utilized.
- Providing flexibility in the development of real property within the Project Area to respond readily and appropriately to market conditions.

1.2.2 Implementation Plan for the Project Area

Community Redevelopment Law Section 33490 requires the Agency to adopt, after a public hearing, an implementation plan that contains the specific goals and objectives of the Agency for the Project Area, the specific programs, including potential projects, estimated expenditures proposed to be made during the next five years, and an explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the Project Area and implement the requirements of CRL Sections 33334.2, 33334.4, 33334.6, and 33413. After adoption of the first implementation plan, subsequent implementation plans must be adopted every five years either in conjunction with the City's housing element cycle, new redevelopment plan

amendments, or the implementation plan cycle and report on the Agency's compliance with CRL Sections 33334.2, 33334.4, 33334.6, and 33413.

1.2.3 Related Plan Documents for the Project Area

In order to facilitate the implementation of this Redevelopment Plan, the Agency has developed, or may develop in the future, related Plan Documents such as the Design for Development, Interagency Cooperation Agreement, Business Occupant Re-Entry Policy, Delegation Agreement, Implementation Plan, OPA Rules and Relocation Plan. In addition, the State or, subject to the provisions of this Redevelopment Plan, the City may pass legislation related to this Redevelopment Plan.

1.2.4 Historical Survey of the Project Area

As part of the Agency's annual budget, the Agency shall seek funding from the Board of Supervisors to conduct a building-by-building historical survey of each parcel in the Project Area. The Agency shall complete the survey within five (5) years from the date that the Agency first receives sufficient funding from the City to initiate the survey. If funded, this survey will include, among other things, an architectural description and analysis together with historical documentation of each building, structure, or object and will also note whether it has been designated in any existing City survey or other official listing. In seeking this funding, the Agency may identify particular subareas of the Project Area that will be surveyed incrementally over a period of time so that completion of the entire survey of the Project Area will occur over a five year period. The Agency may request funding for a subarea survey based on its inclusion in the Planning Department's rezoning efforts, its identification in this Redevelopment Plan as an Economic Development Activity Node, or some other reasonable classification of an area for survey purposes. As of the 2010 Plan Amendment Date, a Historic Survey has been conducted for the Candlestick Point (Zone 1), the Hunters Point Shoreline (including Survey Area C), and the Town Center Activity Nodes.

1.2.5 Performance Audit

The City Services Auditor will conduct periodic performance audits of the activities of the Agency and other relevant City departments in implementing this Redevelopment Plan. Such audits will include a review of the overall performance and effectiveness of the Agency, together with relevant City departments, in the planning, undertaking, construction and operation of redevelopment projects in furtherance of the goals and objectives for the Project Area as set forth in this Redevelopment Plan. The Agency and City will provide for the cost of such performance audit in the Agency's annual budget.

1.3 Redevelopment Plan Duration

1.3.1 Plan Duration for Project Area A

On January 1, 2009, the Agency's land use jurisdiction over Project Area A ended, and this Redevelopment Plan has no further effect as to development in Project Area A, except to pay previously incurred indebtedness, to enforce existing covenants, contracts, or other obligations, and to comply with affordable housing obligations, which include the use of its tax increment for the funding of affordable replacement housing. In 2005, the Board of Supervisors adopted a plan amendment by Ordinance No. 15-05, allowing the Agency to incur additional indebtedness and receive additional tax increment revenues from Project Area A to repay the additional indebtedness, but only for the purpose of funding low- and moderate-income housing fund activities. The 2005 plan amendment was authorized under Section 33333.7 and Section 33333.8 of the CRL, which is also known as SB 2113.

Any declaration of restrictions formulated pursuant to this Redevelopment Plan may contain provisions for the extension of such declaration of restrictions for successive periods. Tax increment financing will remain in place beyond this expiration date.

1.3.2 Plan Duration for Project Area B

The provisions of this Redevelopment Plan for Project Area B will be effective for thirty years from the adoption of the ordinance approving the Bayview Hunters Point Plan by the Board of Supervisors on June 1, 2006; except that the nondiscrimination and nonsegregation provisions will run in perpetuity. After this time limit on the duration and effectiveness of this Redevelopment Plan, the Agency will have no authority to act pursuant to this Redevelopment Plan except (i) to pay previously incurred indebtedness and to enforce existing covenants or contracts, and (ii) if the Agency has not completed its housing obligations pursuant to CRL Section 33413, it will retain its authority to implement its requirements under CRL Section 33413, including its ability to incur and pay indebtedness for this purpose, and will use this authority to complete these housing obligations as soon as reasonably possible.

1.4 Redevelopment Activities for the Project Area

1.4.1 Redevelopment Actions

The Agency may exercise all of its powers in Project Area B, including but not limited, to the following:

- Providing very low-, low- and moderate-income housing, including supportive housing for the homeless;

- Preserving the availability of affordable housing units assisted or subsidized by public entities, which are threatened with conversion to market rates;
- Requiring the integration of affordable housing sites with sites developed for market rate housing;
- Assisting the development of affordable and supportive housing by developers;
- Providing relocation assistance to eligible occupants displaced from property in the Project Area by Agency Actions;
- Providing for participation in redevelopment by owners presently located in the Project Area and extending preferences to business occupants and other tenants desiring to remain or relocate within the Project Area;
- Acquiring land or building sites;
- Demolishing or removing certain buildings and improvements;
- Constructing buildings, structures, roadways, and park facilities;
- Improving land, building sites, or public infrastructure with on-site or off-site improvements;
- Encouraging the rehabilitation of structures and improvements by present owners or their successors;
- Disposing of property by sale, lease, donation or other means to public entities or private developers for uses in accordance with this Redevelopment Plan;
- Financing insurance premiums pursuant to CRL Section 33136;
- Developing plans, paying principal and interest on bonds, loans, advances or other indebtedness or paying financing or carrying charges;
- Promoting the retention of existing businesses and attraction of new businesses and the provision of assistance to the private sector, if necessary; and
- Remedying or removing a release of hazardous substances on, under, or from property within the Project Area.

To accomplish the above activities in the implementation and furtherance of this Redevelopment Plan, the Agency is authorized to use all the powers provided in this Redevelopment Plan and all the powers now or hereafter permitted by law as may be limited by this Redevelopment Plan.

1.4.2 Personal Property Acquisition and Disposition

The Agency is not authorized to acquire personal property in the Project Area, except as necessary in the execution of this Redevelopment Plan. For purposes of this section, personal property includes but is not limited to, structures and improvements without acquiring the land upon which those structures or improvements are located. The Agency is authorized to lease, sell,

exchange, transfer, assign, pledge, encumber or otherwise dispose of personal property acquired by the Agency.

1.4.3 Real Property Acquisition

The Agency may acquire real property, either the entire fee or any other interest in real property less than a fee, including underground easements, located in the Project Area by any means authorized by law, as may be limited by this Redevelopment Plan. The use of eminent domain is totally prohibited in Project Area A and is partially prohibited in Project Area B, as set forth in Section 1.4.5 of this Redevelopment Plan.

1.4.4 Real Property Disposition and Development

The Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust or otherwise dispose of any interest in real property in the Project Area, except to the extent prohibited by the Granting Act. To the extent permitted by law, the Agency is authorized to dispose of or acquire real property by negotiated lease, sale or transfer without public bidding.

All real property acquired by the Agency in the Project Area will be sold or leased to public or private persons or entities for development of the uses permitted in this Redevelopment Plan, or may be developed by the Agency for uses consistent with the Community Redevelopment Law.

The Agency will obligate all purchasers or lessees of property acquired from the Agency to use the property for the purposes designated in this Redevelopment Plan, to begin and complete development of the property within a period of time that the Agency fixes as reasonable and to comply with other conditions that the Agency deems necessary to carry out the purposes of this Redevelopment Plan.

To provide adequate safeguards to ensure that the provisions of this Redevelopment Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased or conveyed by the Agency, as well as all property subject to owner participation agreements, is subject to the provisions of this Redevelopment Plan.

The Agency will reserve powers and controls in the disposition and development documents as necessary to prevent transfer, retention or use of property for speculative purposes and to ensure that development is carried out consistent with this Redevelopment Plan.

Leases, deeds, contracts, agreements and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes or any other provisions necessary to carry out this Redevelopment Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, will be recorded in the office of the County Recorder.

Property acquired by the Agency in the Project Area will be under the management and control of the Agency during its ownership of such property. Such property may be rented or leased by the Agency pending its conveyance.

The Agency is authorized to assist financially (and otherwise) any public entity in the cost of public land, buildings, facilities, structures or other improvements where such land, buildings, facilities, structures or other improvements, are or would be, of benefit to the Project Area.

1.4.5 Prohibitions and Limitations on Use of Eminent Domain

The Agency may exercise the power of eminent domain in the Project Area only if the Agency complies with state law including the requirement: that the Agency make every effort to acquire property by negotiation, instead of by condemnation or eminent domain; that the Agency pay just compensation based upon fair market value; and that the Agency adopt at a public hearing by a vote of not less than two-thirds of all members of the Agency Commission, a resolution of necessity finding that acquisition of such property through eminent domain is in the public interest, and necessary to carry out this Redevelopment Plan. In addition, the use of eminent domain will be subject to the following limitations and prohibitions:

- The Agency may not use eminent domain to acquire property without first receiving a recommendation from the PAC or appointed citizens advisory committee. As stated in Section 1.1.6, the Agency commits to maintain a PAC or an appointed citizens advisory committee for the duration of this Redevelopment Plan.
- The Agency may not use eminent domain to acquire publicly owned property including property owned by the San Francisco Housing Authority.
- Eminent domain proceedings, if used in the Project Area, must be commenced, pursuant to CRL Section 33333.2(a)(4), within twelve (12) years from the Effective Date. This time limitation may be extended, pursuant to the standards of CRL Section 33333.2(a)(4), only by amendment of this Redevelopment Plan, as adopted and approved by the Board of Supervisors and the Agency Commission, following a community process.
- The Agency may not acquire, through the use of eminent domain, real property in a Residential (R) District, as defined by the Planning Code ("R" zone), as of the Effective Date, in the Project Area.
- The Agency may not acquire, through the use of eminent domain, property that contains legally occupied Dwelling Units.
- The Agency may not acquire, through the use of eminent domain, property owned by churches or other religious institutions, as defined in Planning Code Section 209.3(j).
- The Agency may not acquire real property in the Project Area to be retained by an owner pursuant to an Owner Participation Agreement, unless the owner fails to

perform under that agreement and as a result the Agency exercises its reverter rights, if any; or successfully prosecutes a condemnation or eminent domain action.

- The Agency will use eminent domain on a parcel not zoned “R” (Residential) only as a last resort after the property owner has failed, after reasonable notice, to correct one or more of the following conditions:
 - The property contains an unreinforced masonry building (UMB) that has not been seismically retrofitted by the date required by City ordinance.
 - The property contains a building in which it is unsafe or unhealthy for persons to live or work as determined by the Department of Building Inspection, after failure to comply with an order of abatement of such conditions pursuant to Section 102 of the Building Code.
 - The property contains uses that pose a threat to the public’s safety and welfare as formally determined through major citations by the appropriate City agencies or departments, including the San Francisco Police Department, San Francisco Fire Department, San Francisco City Attorney’s Office, San Francisco District Attorney’s Office, San Francisco Department of Public Health, San Francisco Department of Building Inspection, and San Francisco Planning Department.
 - A parcel that is vacant, used solely as a surface parking lot (not accessory to another use), or contains a vacant or substantially vacant (approximately seventy five percent (75%) or more of the rentable area) building(s) and the owner has no active plans for a new use or development.
 - Under-utilization of a property of irregular form and shape, and of inadequate size that substantially hinders its economically viable uses for development consistent with this Redevelopment Plan.

1.4.6 Rehabilitation, Conservation and Moving of Structures

The Agency is authorized to rehabilitate and conserve or to cause to be rehabilitated and conserved, any building or structure in the Project Area and to encourage others to do so. The Agency is also authorized to acquire, restore, rehabilitate, move and conserve historic resources in the Project Area.

It is a purpose of this Redevelopment Plan to encourage the retention of existing businesses that are generally compatible with this Redevelopment Plan and to add to the economic viability of businesses by programs that encourage voluntary participation in conservation and rehabilitation. The Agency is authorized to conduct a program of assistance and incentives to encourage owners of property within the Project Area to upgrade and maintain their property in a manner consistent with this Redevelopment Plan and with other standards that may be established by the Agency.

1.5 Community Revitalization Activity Nodes

The Agency shall encourage the promotion of policies and land use decisions that provide job-training, employment and business opportunities to local residents with a focus on economic development efforts within the seven Community Revitalization Activity Nodes of the Project Area: Town Center, Health Center, South Basin, Oakinba, Candlestick Point and a portion of the Hunters Point Shoreline and Northern Gateway Activity Nodes. The Community Revitalization Activity Nodes are shown on Map 3. The Agency may implement Activity Node development programs for all or part of each Activity Node. The Agency may also pursue economic development efforts outside of the Project Area where these efforts are determined to be necessary to effect the elimination of blighting conditions within the Project Area and are consistent with CRL Section 33445.1 (Stat.2009, Chapter 555). The design of each Community Revitalization Activity Node will facilitate and support the Agency's efforts under its Affordable Housing Program.

The Agency's Housing programs, economic development efforts, and community enhancements will focus on the following Activity Nodes as illustratively described below:

1.5.1 Northern Gateway

- Promote mixed-use, transit-oriented development on Third Street, including local shopping, office space, entertainment venues and, where appropriate, light industrial activities.
- Develop industrial and large-scale commercial space on properties.
- Encourage the development of major business and employment development centers.
- Maintain and expand industry to increase the job base and support the development of entrepreneurial opportunities.
- Encourage clean industry and facilities to improve the quality of life for Project Area residents and workers.

1.5.2 Town Center

- Promote appropriately scaled, mixed-use, transit-oriented development on Third Street.
- Assist the retention of existing buildings and facades where feasible and appropriate.
- Encourage the growth of commercial retail, including restaurants, boutique shops, arts, theaters, museums, a conference center, cultural and entertainment uses that contribute to development of a cultural destination.
- Promote infill development in residential neighborhoods, as appropriate.
- Create community service spaces centered around Third Street and Oakdale Avenue.

- Promote the enhancement of transit hubs, including Muni and CalTrain, to bring people to Bayview Hunters Point and to provide residents with improved connections to employment.
- Develop community destinations and gathering places ~~—~~ including plazas and locations for festivals, fairs, a farmer's market and community events.

1.5.3 Health Center

- Assist the development of mixed-use, transit oriented projects on Third Street with ground floor commercial retail space.
- Enhance public amenities designed to serve an aging population.
- Promote commercial activities focused on medical, medical-related and supportive services.
- Assist in the renovation and expansion of the Southeast Health Center.
- Construct community destinations and gathering places ~~—~~ including plazas.
- Develop housing for seniors including assisted-living facilities.
- Develop an commercial office area, with medical and other types of office uses bounding the Southeast Health Center with buffer zones between adjacent residential and industrial uses.

1.5.4 South Basin

- Promote transit-oriented development adjacent to Third Street, with residential units, including affordable housing units, in appropriate locations.
- Encourage the development of industrial and large-scale commercial space on properties zoned for light industrial uses.
- Create buffer land use zones between residential and industrial uses to minimize potential adverse environmental health impacts and other land use conflicts.
- Promote locally-owned businesses and local entrepreneurs.
- Promote retail growth focused on neighborhood-serving businesses that meet the basic shopping needs of the community.
- An eco-industrial park in the southeast portion of the district, with defined truck routes linking the Shipyard and the freeway.
- Protect historic residential neighborhoods, with a range of new infill housing and transit-oriented mixed-use development focused around light rail stations.

1.5.5 Oakinba

- Create a vibrant commercial center with limited larger-scale, city-serving commercial businesses along Bayshore Boulevard consistent with Planning Code standards.
- Ensure the compatibility of larger-scale commercial and light industrial uses with nearby residential neighborhoods.
- Develop job-training, employment and business opportunities to local residents.
- Promote economic development that fosters clean industry and commercial facilities to protect and improve the quality of life for area residents and workers.
- Maintain and expand industry within the area to increase the job base and support the development of entrepreneurial opportunities.
- Facilitate the creation of a ‘green’ home improvement district along Bayshore Boulevard.

1.5.6 Hunters Point Shoreline

- Promote new housing on available infill development sites where appropriate.
- Assist with the renovation of Housing Authority projects such that the housing fits in architecturally with other residential development in the community.
- Emphasis on encouraging artists and artisans, such as those of African or Pan-African influence.
- Improve access to water recreation along the India Basin shoreline and enhance public access to the waterfront from the hillside housing.
- Assist with the redesign of Innes Avenue to improve pedestrian safety and enhance the neighborhood commercial area.
- Facilitate the development of a maritime center focused on historic boating activities and creating future recreational opportunities.
- Conduct specific land use planning for the remaining survey area.

1.5.7 Candlestick Point

- Administer the development of a new, high density, transit-oriented mixed-use development that includes residential units with a range of housing types and densities regional retail and entertainment venues; a hotel and entertainment arena; neighborhood-serving commercial and retail uses; and office and community service uses, consistent with Proposition G, which San Francisco voters approved on June 3, 2008.

- Create community and regional recreational destinations and gathering places, including a restored, reconfigured, and redeveloped Candlestick Point State Recreation Area land, and other public parks and civic spaces.
- Rebuild the Alice Griffith Housing to provide at least one-for-one replacement units targeted to the same income levels as those of the existing residents and ensure that Alice Griffith households leasing units from the Housing Authority have the opportunity to move to the new, upgraded units directly from their existing Alice Griffith Housing units without having to relocate to any other area.
- Construct new public infrastructure and transportation facilities to service new development at Candlestick Point, Alice Griffith and the Hunters Point Shipyard.

1.6 ~~1.6~~ Community Enhancements and Benefits Program for the Project Area

1.6.1 Community Benefits Program

The Agency may adopt and implement a community enhancements and benefits program that will promote the full revitalization of the Bayview Hunters Point neighborhood and that will involve the Agency and as appropriate, other city, regional and state agencies in its implementation.

1.6.2 Proposed Benefits Programs

The following community benefit program elements are suggested under this Redevelopment Plan:

- Streetscape plans for Third Street, Evans-Innes Avenue, Oakdale Avenue or other major roadways in Zone 2 of the Project Area, including traffic calming where needed;
- Green Streets Program to provide for the landscaping and lighting of local streets;
- Façade Improvement Program in concert with the streetscape plans to enhance key catalyst areas along the major roadways;
- Development of “way finding” programs such as local signage and gateway elements;
- Development of public parks and recreational facilities;
- Preservation of historic structures;
- Commitment of land and ground floor spaces in mixed use projects for community facilities;
- Planning and development of community facilities and health clinics; and
- Creation of job readiness, training, and placement programs for local residents.

1.6.3 Open Space

The generalized park and open space areas consist of a system of new and reconfigured state park facilities, community and neighborhood parks, plazas, recreational facilities, and habitat preservation areas.

In Zone 1, the Agency will work with developer(s), City and State agencies, toward the construction of a comprehensive and integrated system of new and reconfigured public parks in the Candlestick Point Activity Node. The Agency may assist in land transactions and the funding of new public parks or the enlargement and/or enhancement of existing public facilities within Zone 1 of the Project Area and maintenance of those improvements. The Agency encourages the cooperation of developers in the construction and maintenance of private and semi-public outdoor open spaces (plazas, balconies, patios, courtyards, rooftops).

In Zone 2, the Agency will work with city agencies toward the construction of a comprehensive and integrated system of inviting and well-lighted “Green Streets” to provide direct pedestrian movement to and from schools, parks, playgrounds, commercial areas, and other frequently visited facilities and places. These pedestrian routes, both on and away from public streets, should be marked with distinctive landscaping. The Agency may assist in the purchase of land and the development of new public parks or the enlargement and enhancement of existing public facilities within Zone 2 of the Project Area. The Agency encourages the cooperation of developers in the construction and maintenance of private and semi-public outdoor open spaces (plazas, balconies, patios, courtyards, rooftops).

1.6.4 Public Improvements and Public Facilities

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, on any parcel within or outside the Project Area, appropriate or necessary to carry out this Redevelopment Plan. Such public improvements and public facilities are described in Attachment C.

1.7 ~~1.7~~ Affordable Housing in the Project Area

1.7.1 Affordable Housing Program

The Agency shall implement an Affordable Housing Program and, as feasible, may dedicate affordable housing funds for the production of affordable housing outside of the Project Area if such production is determined to be necessary to effect the elimination of blighting conditions within the Project Area and the implementation of this Redevelopment Plan.

Further the Agency may only utilize citywide affordable housing funds generated from Zone 1 of the Project Area for the production of affordable housing outside of Zone 1 as provided in the applicable Tax Allocation Agreement and disposition and development agreement.

The Affordable Housing Program shall be consistent with the City's Consolidated Housing Plan and the General Plan and will include below market rate apartment development, affordable home ownership project development, supportive housing projects serving high need populations, and Agency programs such as a model block single family rehabilitation program.

1.7.2 Affordable Housing Production Goals

Subdivision (b)(2) of Section 33413 of the Community Redevelopment Law requires that at least fifteen percent (15%) of all new and substantially rehabilitated Dwelling Units developed within Project Area B by public or private entities or persons other than the Agency will be available at affordable housing cost to, and occupied by, persons and families of extremely low-, very low-, low- or moderate-income, as defined by the CRL.

In Zone 1, the Agency shall meet this Community Redevelopment Law requirement through implementation of one or more disposition and development agreements that include the Candlestick Point Hunters Point Shipyard Phase 2 Below Market Rate Housing Plan. In Zone 2 of the Project Area, the Agency shall exceed the Community Redevelopment Law requirement by making at least twenty-five percent (25%) of all new and substantially rehabilitated Dwelling Units developed within Project Area B by public or private entities or persons other than the Agency be available at affordable housing cost to, and occupied by, persons and families of extremely low-, very low-, low- or moderate-income, as defined by the CRL. Not less than forty percent (40%) of the Dwelling Units in Zone 2 required to be available at affordable housing cost to, and occupied by, persons and families of extremely low-, very low-, low- or moderate-income shall be available at affordable housing cost to, and occupied by, extremely low- and very low-income households.

1.7.3 Affordable Housing Participation Policy

To facilitate the Agency's compliance with the above-described affordable housing production goals, the developers of market rate housing shall have an inclusionary housing obligation.

In Zone 1 of the Project Area, developers of housing shall comply with the requirements of any disposition and development agreement, including the Candlestick Point and Hunters Point Shipyard Phase 2 Below-Market Housing Plan, which requires, among other things, Permanently Affordable, inclusionary units that are restricted to households earning between eighty percent (80%) and one hundred-twenty percent (120%) of AMI (As defined in the Candlestick Point and Hunters Point Shipyard Phase 2 Below-Market Housing Plan) and developer subsidies for affordable housing units constructed on Agency-owned land in Zone 1 of the Project Area.

In Zone 2 of the Project Area, developers of housing shall comply with the citywide Inclusionary Housing Ordinance, as described in Sections 315 et seq. of the Planning Code, and as it may be further amended from time to time, except that: (a) the duration, monitoring, marketing, and controls for affordable units shall be consistent with the Community Redevelopment Law and Agency policy; (b) the number of units required under Sections 315.4 and 315.5 of the Planning Code shall be increased to at least fifteen percent (15%) of all units constructed on the project site

and twenty percent (20%) of all units constructed off-site; (c) the construction of off-site units under Sections 314.4(e)(1) and 315.5 of the Planning Code shall occur only at a site within Zone 2 of the Project Area; (d) the payment of an in lieu fee under Sections 314.4(e)(2) and 315.6 of the Planning Code shall be made to the Agency instead of the Mayor's Office of Housing; and (e) the definition of "affordable to qualifying households" in Section 315.1 means: (1) for rental units in an affordable housing project, the goal will be to establish, to the extent feasible, a rent that is affordable to households whose combined annual gross income for all members does not exceed fifty percent (50%) of Area Median Income; and (2) for owned units in an affordable housing project, the goal will be to establish, to the extent feasible, an average maximum purchase price that is affordable to households whose combined annual gross income for all members does not exceed eighty percent (80%) of Area Median Income, assuming an annual payment of all housing costs of thirty-three percent (33%) of the combined household annual net income, a five percent (5%) down payment and available financing consistent with the Limited Equity Program, or such successor affordable homeownership program as the Agency may implement. However, notwithstanding anything herein to the contrary, if the ownership structure of any housing development in Zone 2 includes a long-term leasehold, with fee title ownership of the land held by the Agency, then the requirements and procedures of Section 315.1-315.9 of the Code, as they may become applicable, shall apply only to the leasehold estate, and no affordability restrictions shall be recorded against the Agency's fee title interest.

1.7.4 Tax Increment Committed To Housing

In a given year, the Agency shall use no less than the amount required under CRL Section 33334.2, which mandates that not less than twenty percent (20%) of all taxes allocated to the Agency pursuant to CRL Section 33670(b) shall be used by the Agency for the purposes of increasing, improving and preserving the City's supply of housing for persons and families of very low-, low- or moderate-income unless certain findings are made as required by that section to lessen or exempt such requirement. In Zone 1 of the Project Area, these funds are to be used solely for the costs related to the construction of affordable housing units and related development expenses.

Over the term of this Redevelopment Plan, the Agency shall use no less than fifty percent (50%) of the total tax increment funds that the Mayor and Board of Supervisors allocate to the Agency for its redevelopment activities for the purposes of increasing, improving, and preserving the City's supply of housing for persons and families of extremely low-, very low-, low- or moderate-income, consistent with Board Resolution No. 427-05 and Agency Resolution No. 134-2005; provided, however, that in Zone 1 the Agency may use funding sources other than tax increment to provide the amount of funding that meets or exceeds the amount equivalent to fifty percent (50%) of the total tax increment funds allocated to the Agency. For purposes of this Section, "redevelopment activities" means the Agency's work program for the Project Area as described in its annual budget but does not include any statutory pass-through obligations.

Within Zone 1 of the Project Area the Agency may utilize Zone 1 housing funds for the construction of infrastructure directly related to affordable housing development, subject to compliance with the standards of Section 33334.2.

The Agency may use the funds specified in CRL Section 33334.2 to meet, in whole or in part, the replacement housing provisions or the affordable housing production provisions. These funds may be used inside the Project Area. These funds may be used outside the Project Area only if findings of benefit to the Project Area are made as required by CRL Section 33334.2(g).

1.7.5 Replacement Housing

In accordance with CRL Section 33334.5, whenever Dwelling Units housing persons of low or moderate income are destroyed or removed from the low- and moderate-income housing market, as part of the implementation of this Redevelopment Plan, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale to persons and families of low- or moderate-income an equal number of comparably affordable replacement Dwelling Units, within the Project Area or within the territorial jurisdiction of the City in accordance with the provisions of CRL Sections 33413 and 33413.5.

1.7.6 Occupancy Preferences

Whenever the Agency provides a subsidy, financial assistance or some other material benefit such as site assembly, site specific capital improvements, or an amendment to this Redevelopment Plan, that results in low- or moderate- income housing units being developed in Zone 2 of the Project Area or elsewhere pursuant to this Redevelopment Plan, the Agency shall require by contract or other appropriate means that such housing be made available for rent or purchase to persons and families of low- and moderate-income in the following order of priority, to the extent permitted by law: (1) Hunters Point Certificate of Preference Holders; (2) other Certificate of Preference Holders; (3) rent burdened or assisted housing residents, defined as persons paying more than fifty percent (50%) of their income for housing, or persons residing in public housing or Project-Based Section 8 housing; (4) San Francisco residents and workers; and (5) members of the general public. Any residency preference authorized under this Section will be permitted only to the extent that such preference: (a) does not have the purpose or effect of delaying or otherwise denying access to a housing development or unit based on race, color, ethnic origin, gender, religion, disability, age, or other protected characteristic of any member of an applicant household; and (b) is not based on how long an applicant has resided or worked in the area.

1.8 ~~1.8~~ — Methods of Financing this Redevelopment Plan in the Project Area

1.8.1 General Description of Proposed Financing Method

The Agency is authorized to finance the implementation of this Redevelopment Plan with financial assistance from the City, State, federal government, tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, assessments, the lease or sale of Agency-owned property and any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds and create indebtedness in carrying out this Redevelopment Plan. The principal and interest on such advances, funds and indebtedness may be paid from tax increments or any other funds available to the Agency.

The City or any other public agency may expend money to assist the Agency in carrying out this Redevelopment Plan. As available, gas tax funds from the State and County may be used for transportation improvements and public transit facilities.

1.8.2 Tax Increment Financing

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State, the City, any district or any other public corporation (sometimes called "Taxing Agencies") after the Effective Date shall be divided as follows:

That portion of the taxes that would be produced by the rate upon which the tax is levied each year by or for each of the Taxing Agencies upon the total sum of the assessed value of the taxable property in the Project Area as shown upon the assessment roll used in connection with the taxation of such property by such Taxing Agencies, last equalized prior to the Effective Date, shall be allocated to and when collected shall be paid into the funds of the respective Taxing Agencies as taxes by or for the Taxing Agencies on all other property are paid. For the purpose of allocating taxes levied by or for any Taxing Agency or agencies that does not include the territory of the Project Area as of the Effective Date but to which such territory is annexed or otherwise included after such Effective Date, the assessment roll of the County of San Francisco last equalized on the Effective Date will be used in determining the assessed valuation of the taxable property in the Project Area on the Effective Date.

Except as provided in CRL Section 33670(e) or in Section 33492.15, that portion of levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, monies advanced to or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the redevelopment project; provided, however, that the portion of the levied taxes from Zone 1 of the Project Area shall be allocated each year and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, money advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the implementation of those sections of this Redevelopment Plan for Zone 1. Unless and until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed value of taxable property in the Project Area as shown by the last equalized assessment roll referred to herein, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds of the respective Taxing Agencies. When the loans, advances or indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the Project Area shall be paid into the funds of the respective Taxing Agencies as taxes on all other property are paid.

The Agency irrevocably pledges the portion of taxes mentioned above and hereby for the payment of the principal and interest on the advance of monies, or making of loans or the incurring

of an indebtedness (whether funded, refunded, assumed or otherwise), to finance or refinance the implementation of this Redevelopment Plan in whole or in part, including direct and indirect expenses; provided, however, that the portion of taxes received from Zone 1 of the Project Area shall be pledged for the implementation of those sections of this Redevelopment Plan for Zone 1; and provided further that the portion of taxes received from Zone 2 of the Project Area shall be pledged for the implementation of those sections of this Redevelopment Plan for Zone 2. The Agency is authorized to make pledges as to specific advances, loans and indebtedness as appropriate in carrying out this Redevelopment Plan.

1.8.3 Agency Bonds

The Agency is authorized to issue bonds from time to time, if it deems it appropriate to do so, in order to finance all or any part of the implementation of this Redevelopment Plan. Neither the members of the Agency Commission nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

For the Project Area, the amount of bonded indebtedness of the Agency to be repaid from the allocation of taxes to the Agency pursuant to CRL Section 33670, which can be outstanding at one time, may not exceed \$1.2 billion except by amendment of this Redevelopment Plan. Notwithstanding the foregoing, the principal amount of bonded indebtedness of the Agency to be repaid from such allocation of taxes to the Agency, which can be outstanding at one time for Zone 1 may not exceed a total of \$800,000,000, determined in a manner prescribed in a tax allocation agreement between the Agency and the City. Further, notwithstanding the foregoing, available tax increment that may be paid, pursuant to a tax allocation agreement or other agreement, for the implementation of those sections of this Redevelopment Plan for Zone 1 from the allocation of increment to the Agency under Section 1.8.2 above shall be limited to available increment levied against property within and collected from Zone 1 of the Project Area and shall exclude all of the following: the amount specified in Section 1.8.2 and annual fees to the Agency for the purpose of administering the implementation of those sections of this Redevelopment Plan and related documents for Zone 1 in the amount in accordance with an agreement between the Agency, master developer of Zone 1, and/or the City and pursuant to State law. Likewise, notwithstanding the foregoing, available tax increment that may be paid, pursuant to a tax allocation agreement or other agreement, for the implementation of those sections of this Redevelopment Plan for Zone 2 from the allocation of increment to the Agency under Section 1.8.2 above shall be limited to available increment levied against property within and collected from Zone 2 of the Project Area and shall exclude all of the following: the amount specified in Section 1.8.2 and annual fees to the Agency for the purpose of administering the implementation of those sections of this Redevelopment Plan and related documents for Zone 2 in the amount in accordance with an agreement between the Agency, developers and/or landowners in Zone 2, and/or the City and pursuant to State law.

The bonds and other obligations of the Agency are not a debt of the City or the State, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency, and such bonds and other obligations shall so state on their face. The bonds do not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

1.8.4 Time Limit on Establishment of Indebtedness

The Agency may not establish or incur loans, advances or indebtedness to finance in whole or in part its activities in the Project Area beyond twenty (20) years from the Effective Date unless amended following applicable provisions of the Community Redevelopment Law, except that the Agency may incur loans, advances or indebtedness beyond twenty (20) years from the Effective Date to be paid from the Low and Moderate Income Housing Fund as defined by the Community Redevelopment Law or to meet the Agency's replacement housing or inclusionary housing requirements as set forth in CRL Sections 33413 and 33413.5. This limit will not prevent the Agency from refinancing, refunding, or restructuring indebtedness after the time limit if the indebtedness is not increased and the time during which the indebtedness is to be repaid is not extended beyond the time limit to repay indebtedness required by CRL Section 33333.2.

1.8.5 Time Limit for Receipt of Tax Increment Funds

The Agency may not pay indebtedness or receive property taxes pursuant to CRL Section 33670 from Project Area B after forty-five (45) years from the Effective Date.

1.8.6 Other Loans, Grants and Miscellaneous Financing Sources

Any other loans, grants, guarantees or financial assistance from the federal government, the State, the City or any other public or private source will be used if available.

2.0 GENERAL POLICIES APPLICABLE TO THE PROJECT AREA

In order to eliminate existing blight in the Project Area, to prevent its reoccurrence and to accomplish the goals of this Redevelopment Plan, the Agency may implement the following policies listed in this Section, as said policies may be amended from time to time. In addition, the Agency may adopt additional policies, from time to time, in its sole discretion, as are desirable and necessary to accomplish the goals of this Redevelopment Plan.

2.1 Relocation of Displaced Persons, Businesses and Others in Project Area

2.1.1 Assistance in Finding other Locations

The Relocation Plan of the Agency for the relocation of families or single persons to be displaced by a project shall provide that no persons or families of low- or moderate-income may be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement. Such housing units shall be a standard dwelling that is suitable to the needs of such displaced persons or families and must be decent, safe, sanitary, and otherwise standard dwellings. The

Agency may not displace such person or family until such housing units are available and ready for occupancy.

To the extent required by State and Federal law, the Agency shall: (1) pursuant to a Relocation Plan, assist or cause to be assisted all eligible persons (including individuals and families), business concerns and others, if any, displaced from Project Area B by redevelopment activities undertaken or assisted by the Agency in finding other locations and facilities, and, where possible, shall relocate businesses to a location of similar size within the Project Area; and (2) in order to implement this Redevelopment Plan with a minimum of hardship to eligible persons, business concerns and others, if any, displaced by the implementation of this Redevelopment Plan, the Agency shall assist such persons, business concerns and others in finding new locations in accordance with Community Redevelopment Law, California Relocation Assistance Law and other applicable State and Federal law.

2.1.2 Relocation Payments

The Agency shall make or cause to be made relocation payments to persons (including individuals and families), business concerns and others displaced by implementation of this Redevelopment Plan as may be required by State and Federal law. The Agency shall make such relocation payments pursuant to the California Relocation Assistance Law (Government Code §§ 7260 *et seq.*), Agency rules and regulations adopted pursuant thereto, and, as may be applicable in the event that the Agency uses federal funding to implement this Redevelopment Plan, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Agency may make such other payments as it determines to be appropriate and for which funds are available.

2.1.3 Business Tenant Preference

The Agency shall extend reasonable preferences to persons who are engaged in business within the Project Area to participate in the redevelopment of the Project Area, or to reenter into business within the redeveloped Project Area, if they otherwise meet the requirements of this Redevelopment Plan. In order to extend reasonable preferences to businesses to reenter into business within the redeveloped Project Area, the Agency has promulgated rules for the Business Occupant Re-Entry Policy within the redeveloped Project Area. For development in Zone 1, the Agency may elect to promulgate rules pursuant to a new Business Occupant Re-Entry Policy specific to Zone 1.

2.2 Nondiscrimination and Equal Opportunity

2.2.1 Nondiscrimination in Implementation

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, gender identity, sexual orientation, age, marital or domestic partner status, national origin or ancestry, height, weight, or disability including HIV/AIDS status permitted in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property in the Project Area. All property sold, leased, conveyed or subject to an Owner Participation Agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases or contracts for the sale, lease, sublease or other transfer of land in the Project Area shall contain such nondiscrimination and non-segregation clauses.

2.2.2 Employment and Contracting Opportunities in Implementation

The Agency, after consultation with the PAC, will adopt and implement programs for the Project Area, that meet or exceed City policies regarding workforce development, contracting opportunities, and equal opportunity, particularly for economically-disadvantaged Bayview Hunters Point residents and businesses.

For those projects that require Agency Action, the Agency shall require the developer to comply with the Agency's equal opportunity and local hiring policies, including: the Small Business Enterprise Program, the Bayview Employment and Contracting Policy, Nondiscrimination and Equal Benefits policies, Minimum Compensation and Healthcare Accountability policies and the Agency's Prevailing Wage Policy, where applicable, as such policies are amended or succeeded from time to time. For public housing redevelopment projects, compliance with SFHA contracting requirements is mandatory.

2.3 Owner Participation Agreements

2.3.1 Participation by Property Owners

Owners of real property in the Project Area may participate in the redevelopment of the Project Area by new development or rehabilitation in accordance with the standards for development or the standards for rehabilitation, which will be set forth in the OPA Rules.

The Agency may require, as a condition to participate in redevelopment in the Project Area, that each participant may enter into a binding written Owner Participation Agreement with the Agency by which the property will be developed, maintained or rehabilitated for use in conformity with this Redevelopment Plan, the Planning Code, the OPA Rules, declaration of restrictions, if any, and applicable design guidelines promulgated by the Agency. Owners of property in Zone 1 of the Project Area that is not subject to a disposition and development agreement must enter into an OPA in order to coordinate the delivery of public infrastructure with the development of other land within Zone 1.

Owner participation necessarily will be subject to and limited by such factors as the nature, condition, and use of existing improvements; the reduction of the total number of individual parcels in the Project Area; the elimination of certain land uses; the realignment of streets; the

construction of new public facilities and improvements; and the ability of owners to finance acquisition, rehabilitation, and/or redevelopment in accordance with this Redevelopment Plan and the declaration of restrictions and in accordance with such controls as are necessary to ensure that redevelopment is carried out pursuant to the Standards for Development.

2.3.2 OPA Rules

Property owners will be given a reasonable opportunity to participate in redevelopment. The Agency has adopted, after a public hearing, rules governing participation by property owners, which are subject to amendment from time to time. These rules were adopted pursuant to the CRL in order to implement the provisions of this Redevelopment Plan regarding participation by property owners. These rules incorporate the procedures to encourage, permit and govern the participation by property owners within the boundaries of the Project Area to the maximum extent consistent with the objectives of this Redevelopment Plan.

2.4 Enforcement, Amendments and Severability of Redevelopment Plan

2.4.1 Actions by the City

The City shall aid and cooperate with the Agency in carrying out this Redevelopment Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Redevelopment Plan and the other applicable Plan Documents, including preventing the recurrence or spread of conditions causing blight in the Project Area. The City shall comply with the provisions of the Community Redevelopment Law that generally entitle the Agency to all of the property tax revenues realized from growth in property values since the inception of this Redevelopment Plan.

2.4.2 Administration and Enforcement

Except as otherwise specified in any Delegation Agreement, Interagency Cooperation Agreement, or Cooperation Agreement to be adopted by the Agency, the administration and enforcement of this Redevelopment Plan, including the preparation and execution of any documents implementing this Redevelopment Plan, will be performed by the Agency.

The provisions of this Redevelopment Plan or other documents entered into pursuant to this Redevelopment Plan may also be enforced by legal action instituted by the Agency and/or, to the extent set forth in a Delegation Agreement, Interagency Cooperation Agreement, or Cooperation Agreement, the City. Any such legal action may seek appropriate remedies that may include, but are not limited to, specific performance, damages, re-entry, injunctions or any other remedies appropriate to the purposes of this Redevelopment Plan.

Members of the PAC may, to the extent permitted by law, enforce this Redevelopment Plan in a court of competent jurisdiction.

2.4.3 Procedures for Plan Amendment

This Redevelopment Plan may be amended by means of the procedure established in CRL Sections 33450-33458 or by any other procedure hereafter established by law.

2.4.4 Severability

If any provision, section, subsection, subdivision, sentence, clause or phrase of this Redevelopment Plan is for any reason held to be invalid or unconstitutional, such decision will not affect the validity of the remaining portion or portions of this Redevelopment Plan.

3.0 EXPIRED REDEVELOPMENT PLAN FOR PROJECT AREA A

On January 20, 1969, by Ordinance No. 25-69, the Board of Supervisors adopted the redevelopment plan for Hunters Point, which became Project Area A of the Bayview Hunters Point Redevelopment Plan pursuant to Ordinance No. 113-06 and which expired in January 2009. Accordingly, the Agency has no authority to act pursuant to the portion of the former redevelopment plan for Project Area A except to pay previously incurred indebtedness, to enforce existing covenants, contracts, or other obligations, and to comply with affordable housing obligations, which includes the use of its tax increment for the funding of affordable replacement housing.⁴ The regulation of land use and development in Project Area A reverted back to the Planning Code with the expiration of Project Area A in January 2009.

3.1 Methods of Financing under this Redevelopment Plan for former Project Area A

3.1.1 General Description of Proposed Financing Method

Under the prior Hunters Point Redevelopment Plan, which this Redevelopment Plan amended in 2006, the Agency has been authorized to finance redevelopment activities related to Project Area A with financial assistance from the City, the State or the federal government, tax increment funds, interest income, Agency bonds, donations, loans from private institutions, assessments, the lease or sale of Agency-owned property or any other available source, public or private. The City or any other public agency may expend money to assist the Agency in carrying out this Redevelopment Plan. As available, gas tax funds from the State and County may be used for street improvements and public transit facilities. In accordance with CRL, the Agency has been authorized to obtain advances, borrow funds and create indebtedness in carrying out redevelopment activities and to pay the principal and interest on such indebtedness from tax increment funds.

⁴ Under Sections 33333.7 and 33333.8 of the California Health and Safety Code, the Agency may continue to incur indebtedness and receive tax increment from the Hunters Point Project Area (Project Area A) to fulfill its housing obligation to replace affordable housing units that were previously destroyed and never replaced. Ordinance No. 15-05 (Jan. 21, 2005).

All taxes levied upon taxable property within Project Area A each year, by or for the benefit of the State, the City, any district or any other public corporation (sometimes called “Taxing Agencies”) after the effective date of the ordinance initially approving the allocation of taxes from Project Area A pursuant to Section 33670 (“**Effective Date of the Project Area A Ordinance**”), shall be divided as follows:

That portion of the taxes that would be produced by the rate upon which the tax is levied each year by or for each of the Taxing Agencies upon the total sum of the assessed value of the taxable property in Project Area A as shown upon the assessment roll used in connection with the taxation of such property by such Taxing Agencies, last equalized prior to the Effective Date of the Project Area A Ordinance, shall be allocated to and when collected shall be paid into the funds of the respective Taxing Agencies as taxes by or for the Taxing Agencies on all other property are paid. For the purpose of allocating taxes levied by or for any Taxing Agency or agencies which does not include the territory of the Project Area A as of the Effective Date of the Project Area A Ordinance but to which such territory is annexed or otherwise included after such Effective Date, the assessment roll of the County of San Francisco last equalized on the Effective Date of the Project Area A Ordinance will be used in determining the assessed valuation of the taxable property in the Project Area on the Effective Date of the Project Area A Ordinance.

Except as provided in CRL Section 33670(e) or in Section 33492.15, that portion of levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, monies advanced to or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, the redevelopment project. Unless and until the total assessed valuation of the taxable property in Project Area A exceeds the total assessed value of taxable property in Project Area A as shown by the last equalized assessment roll referred to herein, all of the taxes levied and collected upon the taxable property in Project Area A shall be paid into the funds of the respective Taxing Agencies. When the loans, advances or indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in Project Area A shall be paid into the funds of the respective Taxing Agencies as taxes on all other property are paid.

The Agency irrevocably pledges the portion of taxes mentioned above and hereby for the payment of the principal and interest on the advance of monies, or making of loans or the incurring of an indebtedness (whether funded, refunded, assumed or otherwise), to finance or refinance the implementation of redevelopment activities in whole or in part, including direct and indirect expenses. The Agency is authorized to make pledges as to specific advances, loans and indebtedness as appropriate in carrying out redevelopment activities.

Prior to 2005, the amount of Project Area A taxes allocated to the Agency pursuant to Section 33670 of the CRL was limited to \$15.1 million. This tax increment financing cap has been reached. In addition, the deadline for incurring debt for non-housing redevelopment activities was January 1, 2004. However, by virtue of Section 33333.7 of the CRL and Board of Supervisors’ Ordinance No. 15-05, the Agency has the ability to incur indebtedness exclusively for the purpose of building affordable housing until the earlier of January 1, 2014 or until the Agency’s replacement housing obligation, as defined in Section 33333.7 (SB 2113), is met.

3.1.2 Limits on Indebtedness and Tax Increment for Non-Housing Purposes

The Agency may not pay indebtedness or receive property taxes for non-housing purposes in Project Area A after January 1, 2019.

3.1.3 Extension of Indebtedness and Tax Increment for Housing under Senate Bill (SB) 2113

Notwithstanding the expiration of this Redevelopment Plan with respect to Project Area A, the Agency will have the continuing authority to incur indebtedness and to receive tax increment to meet its replacement housing obligation under CRL Section 33333.7 (SB 2113). Pursuant to state law, the Board of Supervisors amended the Hunters Point Redevelopment Plan by Ordinance No. 15-05 which became effective on January 21, 2005, to allow the Agency to incur indebtedness exclusively for the purpose of building affordable housing until the earlier of January 1, 2014 or until the Agency's replacement housing obligation under SB 2113 is met. The Agency will have the ability to receive tax increment for the purpose of repaying the indebtedness incurred to meet its replacement housing obligation under SB 2113 until January 1, 2044.

4.0 REDEVELOPMENT PLAN FOR ZONE 1 OF THE PROJECT AREA

This Redevelopment Plan amendment designates Zones 1 and 2 of the Project Area as shown on Map 2, within the Bayview Hunters Point Redevelopment Project Area B. The Agency's Redevelopment Plan for the elimination of blight, increased affordable housing and economic development in Zone 1 of the Project Area are set forth below. The Agency retains land use authority within Zone 1 of the Project Area. The blocks and lots contained within Zone 1 as of the 2010 Plan Amendment Date are listed in Attachment D.

All real property in Zone 1 of the Project Area is hereby made subject to the controls and requirements of this Redevelopment Plan. The Redevelopment Plan designates allowed uses and building types for Zone 1 of the Project Area and relies upon the Candlestick Point Design for Development to provide more detailed development standards, design guidelines, and controls on use within Zone 1 of the Project Area. No real property or real property interest may be developed, rehabilitated, or otherwise changed after the 2010 Plan Amendment Date except in conformance with the provisions of this Redevelopment Plan and the Candlestick Point Design for Development.

4.1 Existing Conditions in Zone 1 of the Project Area

Zone 1 of the Project Area contains a mixture of vacant lands, surface parking lots, Candlestick Stadium, under-utilized park lands, blighted industrial properties, and the Alice Griffith San Francisco Housing Authority property in need of revitalization. The area is served by inadequate public infrastructure and deficient public facilities. These conditions constitute a substandard living environment and have a detrimental effect on the neighborhoods within and surrounding Zone 1 of the Project Area.

4.2 Generalized Neighborhood Land Uses

Neighborhoods correspond to portions of Zone 1 with distinct characteristics and planning objectives, as reflected both in this Redevelopment Plan and the Candlestick Point Design for Development. This Redevelopment Plan identifies general objectives for each of this Neighborhoods in order to help determine what additional, complementary land uses may be allowed in a Land Use District and to assist with implementation of the Candlestick Point Design for Development.

4.2.1 Alice Griffith Neighborhood

Objectives for This Neighborhood: This Neighborhood will accommodate a diverse range of housing types with improved connections to the surrounding neighborhoods. Existing affordable homes will be rebuilt to provide at least one-for-one replacement units targeted to the same income levels as those of the existing residents and ensure that eligible Alice Griffith Housing residents have the opportunity to move to the new, upgraded units directly from their existing Alice Griffith Housing units without having to relocate to any other area. A focus of this Neighborhood will be a centrally located park that extends the length of this Neighborhood that may include community gardens, active sports uses, and picnic areas.

This Neighborhood will include mixed-income housing developments that may include townhomes, stacked townhomes, live-work units, group housing, and multi-unit, multi-story apartment and condominium buildings.

4.2.2 Candlestick North Neighborhood

Objectives for This Neighborhood: This Neighborhood will accommodate a compact, mixed-use community with higher densities than the Alice Griffith Neighborhood and an anchoring main street for neighborhood-serving shops and services. Given the higher density and greater number of units in the neighborhood than in the Alice Griffith Neighborhood, this Neighborhood will include a greater concentration of neighborhood-serving retail, business, service, and office uses, most of which will be concentrated in the ground floor beneath residential uses along the southern edge of this Neighborhood, adjacent to the Candlestick Center Neighborhood. This Neighborhood will include community facilities uses as well as two parks — one in the center of this Neighborhood intended to serve this Neighborhood and a wedge-shaped park at the southeastern edge forming a connection between the development, the State Park and the Bay waterfront.

This Neighborhood may include townhomes; lofts; live-work units; group housing, low- and mid-rise multi-unit, multi-story condominium or apartment buildings; and high-rise towers.

4.2.3 Candlestick Center Neighborhood

Objectives for This Neighborhood: This Neighborhood will accommodate the commercial heart of Zone 1. It is a mixed-use neighborhood with regional shops and services, offices, hotel, public uses and residential uses. The regional retail uses in this Neighborhood may include entertainment uses such as movie theaters, clubs with live music, and restaurants. This Neighborhood may include large format, anchor retailers to be accompanied by smaller stores fronting onto neighborhood streets. This Neighborhood will include office uses to be located above the ground-floor retail and entertainment uses and residential units above base floors containing commercial uses and parking areas. Parking areas would be included on the interiors of blocks.

Residential uses in this Neighborhood may include townhomes; lofts; live-work units; and senior and disabled housing, and multi-unit, multi-story condominium or apartment buildings.

4.2.4 Candlestick South Neighborhood

Objectives for This Neighborhood: This Neighborhood will accommodate a broad range of residential housing types as well as neighborhood-serving retail designed to complement its position adjacent to the beach and surrounding parkland. Most of the neighborhood-serving retail, business, service, and office uses will be concentrated in the ground floor beneath residential uses along the northern edge of this Neighborhood, adjacent to the Candlestick Center Neighborhood. This Neighborhood will include a mini-wedge park that would bisect this Neighborhood and provide a direct connection to the State parklands that are adjacent to this Neighborhood and provide the area's principal recreational resources.

Residential uses in this Neighborhood will include townhomes; lofts; live-work units; group housing, low- and mid-rise multi-unit, multi-story condominium or apartment buildings; and high-rise towers.

4.2.5 Jamestown Neighborhood Intentionally Deleted.

~~*Objectives for This Neighborhood:* This Neighborhood will accommodate a residential neighborhood. Given the Neighborhood's topography, hillside open space will be preserved in its natural state, while some smaller open space areas may be developed with neighborhood park uses.~~

~~Residential uses in this Neighborhood may include townhomes, lofts, live-work units, group housing, and multi-unit, multi-story apartment and condominium buildings.~~

4.2.6 Land Use Districts

Zone 1 of the Project Area consists of three land use districts (each referred to as a “**District**” or “**Land Use District**”) as shown on Map 4. The map shows the general boundaries of the Districts; precise boundaries of the Districts are to be interpreted in light of the objectives of this Redevelopment Plan at the time specific parcels are subdivided in accordance with City and State subdivision laws.

Allowable land uses within each District will be all those that are consistent with the character of the District as described in this Redevelopment Plan. The specific uses identified below for each District illustrate the appropriate scope and nature of permitted uses.

Principal Uses. Within each District, “**Principal Uses**” shall be allowed as of right.

Secondary Uses. Within each District, “**Secondary Uses**” will be permitted, through the determination of the Agency Commission or its designee, provided that such use: (a) generally conforms with the redevelopment objectives of this Redevelopment Plan, the objectives of the District as set forth in this Redevelopment Plan and the Candlestick Point Design for Development; (b) is compatible with the District’s Principal Uses, nearby public facilities, and broader community; (c) is consistent with the Mitigation Measures and appropriately mitigates any adverse impacts; and (d) does not at the proposed size and location materially impede the planned uses and development of the District or Project Area. The Agency Commission or its designee may place conditions on the Secondary Use as necessary to make the findings in clauses (a) through (d) above.

Non-Designated Uses. Uses that are proposed but are not specifically defined herein (“**Non-Designated Uses**”) may be classified by the Executive Director as Principal Uses, Secondary Uses, Temporary Uses, Interim Uses, or Prohibited Uses. The Executive Director or his or her designee may allow a Non-Designated Use as a Principal Use subject to approval by the Agency Commission, provided the Executive Director or his or her designee finds that such Non-Designated Use: (a) is consistent with the other Principal Uses allowed in the applicable District; (b) is consistent with the objectives for the applicable District; (c) generally conforms with the Candlestick Point Design for Development; and (d) is consistent with the Mitigation Measures and appropriately mitigates any adverse impacts. For Temporary or Interim Uses, the Executive Director shall in addition make the findings required for such uses as set forth in Section 4.2.10 and 4.2.11 below.

In the event the Executive Director determines that a Non-Designated Use should be evaluated as a potential Secondary Use rather than a Principal Use, the Executive Director shall require that the proposed use be considered by the Agency Commission pursuant to the Secondary Use process set forth above.

Prohibited Uses. Within most Districts, certain land uses are expressly prohibited in order to maintain the intended character of the District, avoid conflicts of land uses, or maintain public welfare in response to specific conditions of the District (“**Prohibited Uses**”). The following uses will be Prohibited Uses in all Districts within Zone 1: ~~Medical Cannabis Clubs~~; Mortuary; and Adult Entertainment uses.

Provisions Applicable Generally.

Certain lands within the Zone 1 are or may be subject to the Public Trust. The Public Trust doctrine limits the uses that are permitted on Public Trust lands. A Principal Use or Secondary Use shall be permitted on Public Trust land only to the extent the use is permitted under the Public Trust and is consistent with the Agency's management of those lands on behalf of the State for Public Trust purposes. Thus, even though a particular use or uses may be shown as a permitted Principal or Secondary Use within the Zone 1, that use or uses may nevertheless not be permitted on lands subject to the Public Trust within Zone 1.

In all cases below, the height, bulk, setback, parking and open space requirements will be established in the Candlestick Point Design for Development.

Parking is a permitted Accessory Use to every Principal Use and Secondary Use permitted in each Land Use District. The design and location of parking is controlled by the Candlestick Point Design for Development.

Infrastructure elements that are required to provide access, utilities, and public services to the development described in this Section 4.2 shall be allowed as Principal Uses to the provided they are consistent with the Mitigation Measures and subject to the Candlestick Point/Hunters Point Shipyard Phase 2 EIR.

Additional infrastructure elements such as decentralized wastewater treatment facilities, automated trash centralized collection facilities, and district heating and cooling facilities that serve the Project Area will be subject to the Candlestick Point/Hunters Point Shipyard Phase 2 EIR, the Mitigation Measures, and the Infrastructure Plan for the Hunters Point Shipyard Phase 2-Candlestick Point Project (as amended from time to time, the “**Infrastructure Plan**”). Decentralized wastewater treatment facilities shall be permitted as a Secondary Use in all Districts except the Open Space District. Automated trash centralized collection facilities shall be permitted as a Secondary Use in the Candlestick Mixed Use Commercial District. District Heating and Cooling Facilities shall be permitted as a Secondary Use in all Districts except the Open Space District.

4.2.7 Candlestick Mixed Use Residential District

The Candlestick Mixed Use Residential District consists of residential uses and some compatible local-serving retail and services. The primary land use is residential units ranging from attached single family homes to high-rise multi-family residential developments. Related uses also include local-serving businesses, neighborhood retail, community facilities, family Child-Care Facilities, small professional offices, home occupations, and recreation facilities. This district covers the allowable land uses for the residential neighborhoods of Alice Griffith Neighborhood, Candlestick North Neighborhood, ~~and~~ Candlestick South Neighborhood, ~~and Jamestown Neighborhood~~ described above. This District also includes a planned neighborhood park, the final location of which has not been determined.

The following Uses are Principal Uses in this Land Use District:

Residential Uses:

- Dwelling Units
- Live-Work Units
- Group Housing
- Supportive Housing
- Home Office

Retail Businesses, Offices and Personal Services Uses:

- Neighborhood Retail Sales and Services
(up to 10,000 sq. ft. per tenant)
- Restaurants
- Physical fitness and health facilities
- Automated teller machines (ATMs)
- Dry Cleaning Facility (without on-site dry cleaning plant)
- Commercial Wireless Transmitting Facilities

Civic and Institutional Uses:

- Community Uses
- Arts Education
- Recreation Facilities
- Religious Institutions
- Elementary School
- Child-Care Facility
- Vocational / Job Training Facility (Clerical/Administrative)

Parks and Recreation Uses:

- Parks
- Public Art
- Open Space
- Bicycle Storage
- Public Restrooms
- Maintenance Facilities

The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in Section 4.2.6 are met:

Retail Businesses, Offices and Personal Services Uses:

- Neighborhood Retail Sales and Services
(over 10,000 sq. ft. per tenant)
- Grocery Store
- Bars
- Office

Civic and Institutional Uses:

- Secondary School
- Post-Secondary Institution

- Nighttime Entertainment
- Amusement Enterprise
- Vocational / Job Training Facility (Mechanical/Industrial)

The following Uses are Prohibited Uses in this Land Use District:

- Commercial Storage
- Automotive Sale
- Automotive Service Station
- Automotive Repair
- Automotive Gas Station
- Motor Vehicle Tow Service
- Drive-through facilities
- Dry Cleaning Facility (with onsite cleaning operations)
- Wholesale Retail
- Warehousing
- [Cannabis-Related Uses](#)

4.2.8 Candlestick Center Mixed Use Commercial District

The Candlestick Center Mixed Use Commercial District consists of small-, moderate- and large-scale retail and commercial operations, residential units, office and professional services, hotels, and entertainment uses. This land use district covers the allowable uses within the Candlestick Center Neighborhood described above.

The following Uses are Principal Uses in this Land Use District:

Residential Uses:

- Dwelling Units
- Group Housing
- Supportive Housing
- Live-Work Units
- Home Office

Retail Businesses, Offices and Personal Services Uses:

- Regional Retail Sales and Services
- Neighborhood Retail Sales and Services
- Grocery Store
- Professional, medical, and business offices,
- Physical fitness and other health facilities
- Restaurants
- Bars
- Commercial Wireless Transmitting Facilities

Commercial, Entertainment and Visitor Serving Uses:

- Performance Arts
- Multi-screen cinema
- Hotel
- Meeting Rooms
- Conference Facilities

Education, Arts and Community Activities Uses:

- Arts Production
- Community Use
- Nighttime Entertainment
- Amusement Enterprise
- Post-Secondary Institution
- Recreation Facilities
- Religious Institutions
- Child-Care Facility
- Vocational / Job Training

Parks and Recreation Uses:

- Parks
- Active Recreation Facilities
- Public Art
- Open Space
- Bicycle Storage
- Public Restrooms
- Maintenance Facilities

The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in Section 4.2.6 are met:

Retail Businesses, Offices and Personal Services:

- Non-Retail Sales and Services
- Dry Cleaning Facility (with on-site dry cleaning plant)
- Animal Services
- Automotive Rental

Education, Arts and Community Activities Uses:

- Secondary School

The following Uses are Prohibited Uses in this Land Use District:

- Commercial Storage
- Automotive Sale
- Automotive Service Station
- Automotive Repair
- Automotive Gas Station
- Motor Vehicle Tow Service

- Drive-through facilities
- Industrial Activities
- Warehousing

4.2.9 Open Space

The open space areas consist of land owned by the Agency, City or the State to be developed into regional and local-serving public parks including appropriate recreational facilities and equipment and park maintenance areas. Park lands that are subject to the Public Trust will be managed as state or regional parks consistent with the Public Trust. No other uses beyond those described below are permitted in open space areas.

The following Uses are Principal Uses in this Land Use District:

Parks and Recreation Uses:

- Active Recreation Facilities
- Public Art
- Open Space
- Bicycle Storage
- Public Restrooms
- Maintenance Facilities
- Recreational Equipment Rental

Civic, Arts & Entertainment Uses:

- Recreational Facility
- Transit Shelters

In areas not subject to the Public Trust, the full range of Uses allowed in Parks, open air marketplaces, and similar active recreational Uses shall be allowed in addition to the Permitted Uses listed above.

The following Uses are permitted in this Land Use District if the criteria for Secondary Uses set forth in Section 4.2.6 are met:

- Performance Arts
- Restaurants

4.2.10 Interim Uses

“**Interim Uses**” are uses proposed during the time prior to or concurrent with development of land within a Land Use District consistent with this Redevelopment Plan. Interim Uses may be authorized in all areas not subject to the Public Trust for an initial time period to be determined by the Executive Director, upon a determination by the Executive Director that the authorized uses will not impede the orderly development of the Project Area as contemplated in this Redevelopment Plan. Where approved, Interim Uses will be permitted for a defined period of time not to exceed five (5) years. Permissible Interim Uses are as follows:

- Rental or sales office incidental to a new development, provided that it is located in the development or a temporary structure
- Structures and uses incidental to environmental cleanup and staging
- Temporary structures and uses incidental to the demolition or construction of a structure, building, infrastructure, group of buildings, or open space, including construction staging of materials and equipment
- Commercial Storage
- Parking (either primary or accessory to other uses)
- Truck parking and loading accessory to the uses above
- Other Interim Uses that do not conflict with the objectives of the Plan, the Plan Documents, and the Public Trust, where applicable.

Interim Uses of areas subject to the Public Trust shall be authorized only if the authorized uses are determined to be consistent with, necessary and convenient for, or incidental or ancillary to, the purposes of the Public Trust, or if the following criteria are met:

- There are no immediate Public Trust-related needs for the property,
- The proposed lease for the use prohibits construction of new structure or improvements that, as a practical matter, could prevent or inhibit the property from being converted to a permissible Public Trust use if necessary,
- The proposed lease for the use provides that the Agency has the right to terminate the lease in favor of Public Trust uses as Public Trust needs arise, and
- The proposed use of the leased property would not interfere with commerce, navigation, fisheries, or any other existing Public Trust use or purpose.

Extensions of the above approval periods may be authorized by the Executive Director in increments of up to five (5) year periods, subject to the same determinations as required for the initial period.

4.2.11 Temporary Uses

“**Temporary Uses**” are short-term, transitory uses that may be proposed either prior to or following development of land within a Land Use District consistent with this Redevelopment Plan. Temporary Uses will be permitted by the Executive Director or his or her designee for such period of time as the Executive Director or his or her designee determines to be reasonable provided the Executive Director or his or her designee finds

that such Temporary Use is consistent with the objectives of the this Redevelopment Plan and the Candlestick Point Design for Development, as appropriate. Permissible Temporary Uses include:

- Booth for charitable, patriotic or welfare purposes
- Exhibition, celebration, festival, circus or neighborhood carnival
- Open air sales of agriculturally-produced seasonal decorations, including Christmas trees and Halloween pumpkins
- Convention staging
- Parking (either primary or accessory to other uses)
- Truck parking and loading accessory to the uses listed above
- Other Temporary Uses that do not conflict with the objectives of the Plan, the Plan Documents, and the Public Trust, where applicable.

4.2.12 Public Rights-of-Way

The proposed street layout for Zone 1 is illustrated on the Map 4. Streets and alleys may be widened, narrowed, altered, realigned, abandoned, depressed or closed as necessary for proper redevelopment of Zone 1 of the Project Area. Additional public streets, alleys, rights-of-way and easements, may be created in Zone 1 of the Project Area as needed for development and circulation.

Certain streets in Zone 1 will be impressed with the Public Trust. These streets will provide key vehicular, bicycle and pedestrian access ways to and along the wedge parks at the center of Candlestick Point, and linking the northern, eastern, and southern waterfronts in the State Park.

4.3 Standards and Procedures for Development in Zone 1

For Zone 1, this Redevelopment Plan and the other Plan Documents, including the Candlestick Point Design for Development, establish the standards for development and supersede the San Francisco Planning Code in its entirety, except as otherwise expressly provided herein. The only sections of the Planning Code that shall apply within Zone 1, pursuant to the provisions of this Redevelopment Plan, are Sections 101.1, 295, and 314, as such sections are in effect as of the 2010 Plan Amendment Date. Both the Agency Commission and the Planning Commission must approve any amendments to the Candlestick Point Design for Development.

4.3.1 Applicability of City Regulations; City's Duty to Protect Public Health and Safety

(a) General. Regardless of any future action by the City or the Agency, whether by ordinance, resolution, initiative or otherwise, the rules, regulations, and official policies applicable to and governing the overall design, construction, fees, use or other aspect of development of Zone 1 will be (i) this Redevelopment Plan and the other Plan Documents, (ii) to the extent not inconsistent therewith or not superseded by this Redevelopment Plan, the Existing City

Regulations (including all provisions of the Building Construction Codes, which are not inconsistent with or superseded by this Redevelopment Plan), (iii) New City Regulations to the extent permitted under this Redevelopment Plan; (iv) new or changed Development Fees and Exactions to the extent permitted under Section 4.3.15 of this Redevelopment Plan; (v) any disposition and development agreement or owner participation agreement related to development within Zone 1; and (vi) the Mitigation Measures (collectively, the “**Applicable City Regulations**”).

(b) Protection of Public Health and Safety; Federal or State Law. Notwithstanding any provision of this Redevelopment Plan to the contrary, the Agency and any City Agency having jurisdiction, shall exercise its sole discretion under this Redevelopment Plan and the applicable Plan Documents in a manner that is consistent with the public health and safety and shall at all times retain their respective authority to take any action that is necessary to protect the physical health and safety of the public (the “**Public Health and Safety Exception**”) or to comply with changes in Federal or State law, including applicable Federal and State regulations (the “**Federal or State Law Exception**”), including the authority to condition or deny a permit, approval, agreement or other entitlement or to adopt a New City Regulation, but subject, in all events, to any rights to terminate between an owner or developer and the Agency as set forth in either the Plan Documents or any disposition and development agreement or owner participation agreement related to development within Zone 1. Except for emergency measures, any City Agency or the Agency, as the case may be, will meet and confer with the owner of the affected Real Property and/or any affected party under any disposition and development agreement or owner participation agreement related to development within Zone 1 in advance of the adoption of any New City Regulations or New Construction Requirements to the extent feasible.

(c) Permitted New City Regulations. The City Agencies and the Agency reserve the right to impose any New City Regulations (except for the Planning Code sections superseded by this Redevelopment Plan) provided that (i) they are imposed on a Citywide Basis and (ii) they do not conflict with the development permitted or contemplated within Zone 1 by this Redevelopment Plan, the Plan Documents, or any disposition and development agreement or owner participation agreement related to development within Zone 1, or any portion of such development (unless such conflict is waived by the owners and developers of all affected property). As used in this paragraph (c), a New City Regulation “conflicts with the development permitted or contemplated” if it would change the aforementioned development regulations to:

(1) limit or reduce the density or intensity of development, or otherwise require any reduction in the square footage or number of proposed buildings (including number of Dwelling Units) or other improvements;

(2) limit or reduce the height or bulk of development within Zone 1, or any part thereof, or of individual proposed buildings or other improvements;

(3) materially change, restrict, or condition any land uses, including permitted or conditional uses, of development within Zone 1;

(4) materially limit or control the rate, timing, phasing, or sequencing of approval, development, or construction (including demolition);

(5) require the issuance of additional land use-related permits or approvals by the City or the Agency;

(6) materially limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services or facilities for Zone 1, including but not limited to water rights, water connections, sewage capacity rights and sewer connections;

(7) control or limit commercial or residential rents or purchase prices (excluding property owned or controlled by the Agency or the City during the period of Agency or City ownership and only to the extent such controls or limits would not survive transfer to a successive owner);

(8) materially limit the processing or procuring of applications and approvals for any subsequent City or Agency approvals;

(9) subject to Section 4.3.15, impose any new Development Fees and Exactions or expand or increase Development Fees and Exactions;

(10) subject to section 4.3.1.d (New Construction Requirements), materially increase the cost of construction or maintenance of all or any development permitted or contemplated in Zone 1 or of compliance with any provision of this Redevelopment Plan, the Plan Documents, any disposition and development agreement or owner participation agreement related to development within Zone 1 or Existing City Regulations applicable to Zone 1

(11) materially decrease the value of any land in Zone 1;

(12) materially reduce, limit the availability of or delay the amount or timing of tax increment or Mello-Roos Community Facilities District funding; or

(13) limit the Agency's ability to timely satisfy its obligations under any disposition and development agreement or owner participation agreement related to development within Zone 1 or the City's ability to timely satisfy its obligations under any cooperation agreement or tax allocation agreement related to development within Zone 1.

Nothing in this Redevelopment Plan or other applicable Plan Documents shall be deemed to limit any City Agency's or the Agency's ability to comply with the California Environmental Quality Act ("CEQA") or the CRL.

Nothing in this section shall limit the authority of the Agency or any City Agency to exercise its discretion under the Public Health and Safety Exception or to make changes under the Federal or State Law Exception, as described in Section 4.3.1(b) (Protection of Public Health and Safety).

[The City Municipal Code \(excluding the Planning Code with the exception of conditions for cannabis-related uses specified in Section 202.2 thereof \(as may be amended or superseded\)\) and related regulations \(as such Code Sections and regulations may be amended from time to time consistent with this Redevelopment Plan\) establishing a permitting program for Cannabis-Related Uses are Permitted New City Regulations applicable to and enforceable against Cannabis-Related Uses within the Project Area.](#)

The City's Municipal Code and related regulations establishing a permitting program for Short-Term Rentals (as such Code Sections and regulations may be amended from time to time, consistent with this Redevelopment Plan) are Permitted New City Regulations applicable to and enforceable against Short-Term Rentals within the Project Area.

(d) *New Construction Requirements.* In addition to the Public Health and Safety Exception and the Federal or State Law Exception, the City may change construction requirements for Infrastructure and other Improvements (“**New Construction Requirements**”) if the changes: (i) would not materially increase costs or accelerate the payment of costs of developing the Project Area consistent with this Redevelopment Plan; (ii) are imposed by the Board of Supervisors on a Citywide Basis; and (iii) would not: (a) materially adversely affect Net Available Increment; (b) delay development; (c) materially limit or restrict the availability of Infrastructure; or (d) impose limits or controls on the timing, phasing, or sequencing of development permitted under this Redevelopment Plan. In addition, from and after the 10th anniversary of the issuance of the first Building Permit for a project within Zone 1 of Project Area B of the Project Area, the City may impose New Construction Requirements in response to technological advances in construction if the New Construction Requirements: (1) would materially decrease the City's operation and maintenance costs and would not materially interfere with the uses, heights, density, and intensity of development described in the Plan Documents; (2) will apply on a Citywide Basis for similar land uses; (3) do not conflict with the Mitigation Measures (provided, this requirement may be satisfied with an exemption for specific Mitigation Measures as needed); and (4) do not increase by more than twenty percent (20%) the unit cost of any single component that is the subject of the New Construction Requirement.

4.3.2 Cooperation Agreement

The Agency will enter into a Cooperation Agreement with the Planning Department defining the roles and responsibilities for the provision of project entitlements and the administration of, development controls, and implementation of mitigation measures within Zone 1 of the Project Area. The Cooperation Agreement will specify the respective roles of the Agency and the Planning Department in reviewing development proposals and otherwise administering the development controls, with the objective of facilitating the development process and furthering the goals of this Redevelopment Plan and the Candlestick Point Design for Development. Amendments to the Candlestick Point Design for Development will be approved by the Agency Commission and the Planning Commission.

4.3.3 Interagency Cooperation Agreement

The Agency and the City are entering into an Interagency Cooperation Agreement defining the roles and responsibilities for the design and installation of infrastructure, and implementation of mitigation measures within Zone 1 of the Project Area. The Interagency Cooperation Agreement will outline the responsibilities of city departments and agencies regarding the design, approval, installation and maintenance of public infrastructure in Zone 1.

4.3.4 Type, Size, Height and Use of Buildings in Zone 1

The Redevelopment Plan, the General Plan, and the Candlestick Point Design for Development establish the development controls authorized for Zone 1 of the Project Area. The Candlestick Point Design for Development provides specific limitations to the height and other dimensions of new buildings, standards for development of new buildings, as well as design guidelines directing the architectural character of future development.

The Planning Commission and the Agency Commission may adopt amendments to the Candlestick Point Design for Development to better achieve the goals and objectives of this Redevelopment Plan, subject to Section 4.3.1 above.

4.3.5 Limitation on the Number of Buildings

The number of buildings within the Zone 1 of the Project Area may not exceed approximately 450 buildings.

4.3.6 Limitation on the Number of Dwelling Units

~~The current number of Dwelling Units in Zone 1 is 237.~~ The maximum number of Dwelling Units in Zone 1 of the Project Area is approximately 7,850 units. ~~In the event the 49ers elect to relocate somewhere other than the Hunters Point Shipyard, up to 1,625 of these Dwelling Units planned for Zone 1 may be transferred to Hunters Point Shipyard. The total combined number of, provided that the total~~ Dwelling Units ~~in~~constructed within both Zone 1 of the Project Area and the Hunters Point Shipyard Redevelopment Plan Area may not exceed ~~12,100, which includes a maximum of 10,500 units in Zone 1 and Hunters Point Shipyard Phase 2 and a previously approved 1,600 units in Hunters Point Shipyard Phase 1.~~ 12,100 Dwelling Units without Commission approval (including attendant environmental review).

4.3.7 Limitation on Type, Size and Height of Buildings

The size and type of buildings may be as permitted in the Applicable City Regulations: ~~Approximately, which is approximately 1,185,000 square feet of non-residential development, including approximately~~ 760,000 square feet of retail and entertainment space, 50,000 square feet of community services space, 150,000 square feet of office space, 150,000 square feet of hotel and hotel related uses, and ~~a 10,000 seat arena/performance/event space will be allowed in Zone 1.~~ (75,000 square feet) film arts/performance/event space.

The Commission may approve, without amendment to this Plan but subject to any necessary environmental review, adjustment of the foregoing square footages over time (except of community services space), including conversion to other non-residential uses allowed by this Plan, provided the total square footage of non-residential uses within Zone 1 of the Project Area does not materially exceed 1,185,500 square feet (except as provided below).

The Commission may approve (with any necessary environmental review) the transfer of up to 118,500 square feet of research and development/office use from the Hunters Point Shipyard Project Area to those portions of Zone 1 of the Bayview Hunters Point Project Area where such use is a Principal Use, without further amendment to this Redevelopment Plan.

Accessory parking facilities for these uses are not included as part of these limitations.

The maximum building heights within Zone 1 is 420 feet. The Agency may impose additional height limits, building size and location restrictions, and other development controls within the Candlestick Point Design for Development, subject to Section 4.3.1 above.

4.3.8 Parking

Parking will be permitted and required as described in the permitted land use section and as further regulated in the Candlestick Point Design for Development. In Zone 1, parking is generally required to be in an enclosed garage, not visible from the street or right-of-way, and accessory to an established residential or commercial use. Stand-alone parking use is not permitted at full build-out. However, it is understood that through phasing of the project, parking may be available before the completion of the use to which it is accessory, and may be on temporary outdoor lots.

4.3.9 Land Coverage

Land coverage will be determined by the application of the Candlestick Point Design for Development for density, parking, and open space.

4.3.10 Signs

In Zone 1, with the exception of temporary marketing and sales signs pertaining to developments within Zone 1 (which will be permitted), permanent or temporary billboards (excluding kiosks, streetscape commercial signage, and street furniture-related commercial signage), are prohibited within all Land Use Districts and are prohibited in any park or street area. Permanent signage for residential, commercial and open space development is subject to the development controls and guidelines of the Candlestick Point Design for Development. The Agency Commission shall review for consistency with the objectives of this Redevelopment Plan any proposed signage not permitted by the Candlestick Point Design for Development and any signage master plan.

4.3.11 Review of Planning Applications, Architectural and Landscape Plans

In evaluating plans, the Agency will use the standards set forth in the Candlestick Point Design for Development, which establishes design criteria for specific parcels to ensure an attractive and harmonious urban design. Development proposals will be evaluated pursuant to the Agency's Design Review and Document Approval Procedure (DRDAP) as attached to any disposition and development agreement to ensure they achieve the objectives of this Plan and are consistent with the Candlestick Point Design for Development.

4.3.12 Off-Site Improvements

The Agency may require a landowner or development project sponsor to install infrastructure, roadways, street trees, parks and other landscaping, or other improvements on property other than the site that is the subject of the sale, disposal, lease, or owner participation agreement. Such improvements shall be designed in conformity with approved open space, streetscape, or infrastructure plans and other applicable design guidelines.

The tax increment resources from Zone 1 of this Redevelopment Plan may provide for development of a stadium at Hunters Point Shipyard in order to free up the site of the existing Candlestick Point, thus facilitating regional retail and entertainment uses adjacent to Highway 101 and the integrated development of Candlestick Point and Hunters Point Shipyard. In order to accommodate vehicle traffic and transit serving the various uses planned for the Project Area, this Redevelopment Plan also provides for street, lighting, utility, and related improvements to the portion of Harney Way located to the southwest of the Zone 1 boundary of the Project Area, Bus Rapid Transit facilities along Geneva Avenue and at the Bayshore Caltrain Station, portions of the costs related to the Highway 101/Harney/Geneva freeway interchange, portions of Palou Avenue east of Third Street located outside the Project Area, and improvements to the Pennsylvania/25th Street intersection north of the Project Area.

4.3.13 Variance by Agency

The owner or developer of any property in Zone 1 may make a written request for a variance that states fully the grounds of the application and the facts pertaining thereto. Upon receipt of a complete application, the Agency may conduct its own further investigation and, after consultation with the PAC and the Planning Department, the Agency Commission may, in its sole discretion at a duly noticed public hearing, grant a variance from this Redevelopment Plan or the Candlestick Point Design for Development under the following circumstances:

- Due to unique physical constraints or other extraordinary circumstances applicable to the property, the enforcement of development regulations without a variance would otherwise result in practical difficulties for development and create undue hardship for the property owner or developer or constitute an unreasonable limitation beyond the intent of this Redevelopment Plan; and
- The granting of a variance would be in harmony with the goals of this Redevelopment Plan and the Candlestick Point Design for Development, and will not be materially detrimental to the public welfare or materially injurious to neighboring property or improvements in the vicinity.

In granting a variance, the Agency will specify the character and extent thereof, and also prescribe conditions necessary to secure the goals of this Redevelopment Plan and the Candlestick Point Design for Development. The Agency's determination to grant or deny a variance will be final and will not be appealable to the Planning Department. In no instance will any variance be granted that will substantially change the allowable land uses of this Plan.

4.3.14 Nonconforming Uses

The Agency will provide for the reasonable continuance, modifications, and/or termination of non-conforming uses and non-complying structures whose use or structure does not comply with this Redevelopment Plan or the Candlestick Point Design for Development, provided that such use is generally compatible with the development and uses authorized by this Redevelopment Plan and the Candlestick Point Design for Development. The Agency may authorize additions, alterations, reconstruction, rehabilitation, or changes in use through uses or structures that do not conform to the provisions of this Redevelopment Plan, subject to the Agency's determination that

the additions, alterations, reconstruction, rehabilitation, or changes in use will not impede the orderly development of Zone 1 of this Redevelopment Plan and promote compatibility of uses, eliminate blighting conditions and effectuate the purposes, goals, and objectives of this Redevelopment Plan.

4.3.15 Development Fees and Exactions

The following provisions will apply to all property in Zone 1 except parcels used for the development of affordable housing by Agency-sponsored entities. Development Fees and Exactions shall apply to the Project in the manner described below. Except as provided in this section and except as required by the Mitigation Measures, the School Facilities Impact Fee, the Child-Care Requirements, and the Art Requirement shall be the only Development Fees and Exactions that apply to the Zone 1 for the duration of this Redevelopment Plan. Water Capacity Charges and Wastewater Capacity Charges are Administrative Fees and not Development Fees and Exactions, and shall apply in the Project Area.

The School Facilities Impact Fee shall apply for the duration of this Redevelopment Plan, shall be administered as required by State law, and shall be increased for the duration of this Redevelopment Plan in accordance with State law, but only to the extent permitted by State law.

The Art Requirement shall apply for the duration of this Redevelopment Plan and requires that any new office building in excess of 25,000 square feet constructed within the Project Area include one-half of one percent (0.5%) of the hard costs of initial construction (excluding costs of infrastructure and tenant improvements) (the “**Art Fee Amount**”) for the installation and maintenance of works of art in the public realm within Zone ~~1~~ [or within the Hunters Point Shipyard Redevelopment Project Area](#). In the event that public spaces are not available at the time the Art Requirement is due, then the Art Fee Amount shall be paid to a fund administered by the Agency to be used for public art within the Zone ~~1~~ [or within the Hunters Point Shipyard Redevelopment Project Area](#). The public realm within which art may be installed so as to comply with the Art Requirement includes: any areas on the site of the building and clearly visible from the public sidewalk or open space feature, on the site of any open space feature, or in any adjacent public property. The type and location of artwork proposed shall be reviewed by the Executive Director for consistency with the Candlestick Point Design for Development and other Plan Documents.

The Child-Care Requirements shall apply for the duration of this Redevelopment Plan only to all commercial development over 50,000 square feet per Planning Code Section 314, as it existed on the 2010 Plan Amendment Date (attached and incorporated hereto as Attachment E). The Child-Care Requirements will be administered by the Agency to provide for these public benefits within Zone ~~1~~ [or within the Hunters Point Shipyard Redevelopment Project Area](#).

The Child-Care Requirements provide for compliance either by constructing Child-Care Facilities or, alternatively, payment of an in-lieu fee. For the duration of this Redevelopment Plan, development within the Zone 1 shall not be subject to any change to the provisions of the Child-Care Requirements that permit compliance through the construction of Child-Care facilities. In addition, no new in lieu fee or increase in the existing in lieu fee related to the Child-Care Requirement shall apply to the Project Area for twelve (12) years following the date the first

Building Permit is issued for a project in Zone 1 of Project Area B of the Project Area and, thereafter, will only be applicable if the new or increased in lieu fee relating to Child-Care Requirements is: (i) not increased at a rate greater than the annual increase in the Consumer Price Index commencing at the end of the 12-year period during which the fee has been frozen as described above; (ii) generally applicable on a Citywide Basis to similar land uses; and (iii) not redundant of a fee, dedication, program, requirement, or facility described in the Plan Documents or in any applicable disposition and development agreement related to development within Zone 1.

Notwithstanding the foregoing, new or increased Development Fees and Exactions may be imposed to the extent required under the Public Health and Safety Exception and the Federal or State Law Exception.

The parcels on Assessor Blocks 4917, 4918, 4934, and 4935 shall be subject to all fees and exactions under the City Planning Code in effect from time to time, except as otherwise provided pursuant to an Owner Participation Agreement or Development Disposition Agreement, if the Agency determines that the public benefits under an Owner Participation Agreement exceed those that would otherwise be obtained through imposition of the City Planning Code fees and exactions.

4.3.16 Office Development Limitations

On November 8, 2016, voters enacted Proposition O, which exempts Zone 1 of this Redevelopment Plan from the office development limits set forth in Planning Code Sections 320 ~~–~~ 325. Planning Code Sections 320 ~~–~~ 325 (Proposition M) shall apply to office development in Zone 2 of this Redevelopment Plan and Planning Code Section 324.1 shall apply to office development in Zone 1 of this Redevelopment Plan. Accordingly, the cap on the annual amount of office development permitted in the City shall apply in Zone 2 but not in Zone 1 of this Redevelopment Plan.

By Resolution No. 18102 (Attachment G), the Planning Commission adopted findings pursuant to Planning Code Section 321(b)(1) that the 150,000 square feet of office development contemplated in Zone 1 of this Redevelopment Plan in particular promotes the public welfare, convenience and necessity, and in so doing considered the criteria of Planning Code Section 321(b)(3)(A)-(G). Proposition O states in part that “No project authorization or allocation shall be required for any Development on the Subject Property [Candlestick Point and Hunter's Shipyard Phase 2]. However, Development on the Subject Property that would require a project authorization or allocation but for this Section 324.1 shall be treated for all purposes as if it had been granted approval of a project authorization or allocation.” Proposition O (2016) supersedes, as to Zone 1 of this Redevelopment Plan, any portion of Resolution No. 18102 (Attachment G) that would require an office authorization or allocation, compliance with Planning Code sections 320-325, or Planning Commission review or approval of office developments.

Proposition O did not exempt Zone 2 of the Project Area from the requirements of Proposition M (Sections 320-325). The permitted land uses and standards of development for Zone 2 are described in Section 5.

4.3.17 Shadow on Recreation and Park Property

Section 295 of the Planning Code (Proposition K) shall apply to development in the Project Area in the form in which Section 295 was in effect as of the 2010 Plan Amendment Date (attached hereto as Attachment F). Section 295 (Proposition K) shall not continue to apply to development in the Project Area in the event it is repealed by legislation or voter initiative.

5.0 REDEVELOPMENT PLAN FOR ZONE 2 OF THE PROJECT AREA

This Redevelopment Plan designates Zones 1 and 2 of the Project Area as shown on Map 2 within the Bayview Hunters Point Redevelopment Project Area B. The Agency's Redevelopment Plan for the elimination of blight, increased affordable housing and economic development in Zone 2 are set forth below. To the extent that the Agency has delegated land use authority in Zone 2 to the Planning Department by a Delegation Agreement then in effect, references below to actions or determinations by the Agency may be undertaken by the Planning Department or Planning Commission. The Agency's Redevelopment Plan for the elimination of blight, increased affordable housing and economic development in Zone 1 is described in Section 4.

5.1 Existing Conditions in Zone 2 of the Project Area

Zone 2 of the Project Area is a mixed residential, industrial and commercial area that has suffered from severe economic decline for many years with the closure of the Hunters Point Naval Shipyard, the shrinking of heavy and light industrial bases, and the lingering effects of long-term environmental pollution. The resulting difficulty of rehabilitating residential and commercial areas have resulted in the prolonged use of obsolete and inadequate structures; nearly vacant and abandoned commercial and industrial buildings; obsolete and inadequate public facilities; and some privately-owned, deteriorating dwellings. Zone 2 of the Project Area is characterized by dilapidated buildings of inadequate construction, unfit and unsafe for occupancy; deteriorating streets and public utilities of inadequate construction; a general absence of usable open and recreation space; conflicts between industrial and residential land uses and deficient public facilities. These conditions constitute a substandard living environment and have a detrimental effect on the neighborhoods within and surrounding Zone 2 of the Project Area.

5.2 Land Uses Permitted in Zone 2 of the Project Area

5.2.1 Permitted Land Uses in Zone 2

All real property in Zone 2 of the Project Area is hereby made subject to the controls and requirements of this Redevelopment Plan, which incorporates the Planning Code and Zoning Maps as its land use controls. No real property or real property interest may be developed, rehabilitated, or otherwise changed after the 2010 Plan Amendment Date, except in conformance

with the provisions of this Redevelopment Plan, as amended from time to time, and the Planning Code and Zoning Maps, as amended from time to time, to the extent not contrary to this Redevelopment Plan.

The generalized land uses for Zone 2 of the Project Area are shown on Map 5, are generally illustrative and based on the Generalized Land Use Plan in the Bayview Hunters Point Area Plan of the General Plan. The descriptions below generally illustrate the land uses of Zone 2 of the Project Area, but property owners and others should refer directly to the Planning Code and its Zoning Maps for applicable standards.

5.2.2 Residential

The generalized residential areas consist of residential uses and some compatible local-serving retail and services. The primary land use is residential units ranging from single family homes to multi-family developments of a moderate scale. Related uses also include local-serving businesses, family Child-Care Facilities, small professional offices, home occupations, and recreation facilities.

5.2.3 Mixed Use — Neighborhood Commercial

The generalized mixed use area consists of small and moderate scale retail and commercial operations on the ground floor along the major commercial streets of the area with residential units or office uses on the upper floors. The mixed use area allows on the ground floor local-serving businesses, restaurants, financial institutions, small offices, catering establishments, household or business repair, interior decorating shops, graphics reproduction, child care, religious institutions, ATMs, and parking. On the upper floors, land uses may include small scale offices, second floor retail operations, and residential units.

5.2.4 Light Industrial

The generalized light industrial areas consist of businesses and facilities requiring some separation from residential areas due to their generation of truck traffic, noise, and odors. The land uses taking place in these areas are primarily industrial in nature and include manufacturing, repair shops, automotive services, warehouses, wholesale showrooms, industrial research laboratories, open storage, transportation and distribution facilities, food production and distribution, graphic design and reproduction, arts facilities, entertainment venues, vocational job training and related commercial operations. Office and retail uses are permitted but primarily as accessory uses to the industrial operations.

5.2.5 Buffer Zones

The generalized buffer zone areas are intended to provide a transition from industrial uses to residential neighborhoods. The land uses in the buffer zone are small scale light industrial activities that create limited external impacts (such as noise, traffic, or odor), commercial operations, arts facilities, vocational training and, where appropriate, limited accessory residential units.

5.2.6 Public Facility

The generalized public facility areas consist of land other than housing sites or open space, owned by a government agency or other public or semi-public entity and in some form of public or semi-public use. The principal uses in this area include fire station, police stations, public schools, community college facilities, water treatment facilities, sports stadiums, cultural facilities and public transportation facilities.

5.2.7 Public Rights-of-Way

The existing street layout is illustrated on Map 2. Streets and alleys may be widened, narrowed, altered, realigned, abandoned, depressed or closed as necessary for proper redevelopment of Zone 2 of the Project Area. Additional public streets, alleys, rights-of-way and easements, including above and below-ground railroad easements and rights of way, may be created in Zone 2 of the Project Area as needed for development and circulation. Any modifications must conform to the General Plan and the Planning Code, as amended from time to time in the future, unless amendments to the General Plan or the Planning Code are contrary to the provisions of this Redevelopment Plan.

5.3 Standards for Development in Zone 2 of the Project Area

To achieve the objectives of this Redevelopment Plan in Zone 2 of the Project Area, the use and development of land shall be in accordance with the Planning Code and the General Plan. References in this Section to the Planning Code and the General Plan mean the Planning Code and the General Plan, as amended from time to time, to the extent that the amendments are not contrary to the provisions of this Redevelopment Plan.

5.3.1 Delegation Agreement

The Agency and Planning Department have entered into a Delegation Agreement delegating to the Planning Department the administration of development controls within Zone 2 of the Project Area. The Delegation Agreement specifies the respective roles of the Agency and the Planning Department in reviewing development proposals and otherwise administering the development controls, with the objective of facilitating the development process and furthering the goals of this Redevelopment Plan. For projects requiring Agency Action wherein the Agency does not delegate its land use jurisdiction, appeals of permits, variances, and final action on environmental review under the California Environmental Quality Act will be to the Board of Supervisors or to the Board of Appeals; these appeals shall be consistent with the procedures of the City's Charter and Ordinances pertaining to appeals from decisions of the Planning Commission and Planning Department. The Agency and City will provide for the cost of implementing the Delegation Agreement in the Agency's or Planning Department's annual budget.

5.3.2 Type, Size, Height and Use of Buildings in Zone 2

The General Plan and the Planning Code identify the land uses and other development controls authorized in Zone 2 of the Project Area. The Planning Commission and the Board of

Supervisors may adopt amendments to the General Plan and the Planning Code to better achieve the goals and objectives of this Redevelopment Plan. In the event the General Plan, Planning Code or any other applicable ordinance is amended or supplemented with regard to any land use or development control in Zone 2 of the Project Area, the land use provisions and development controls of this Redevelopment Plan will be automatically modified accordingly without the need for any formal plan amendment process unless those amendments or supplements are contrary to the provisions of this Redevelopment Plan. Prospective property developers should refer directly to the Planning Code for applicable standards, as well as to the remainder of this Redevelopment Plan and Related Plan Documents; provided however that to the extent that the inclusionary housing requirements in Section 315 of the Planning Code are inconsistent with this Redevelopment Plan, this Redevelopment Plan amends and takes precedence over Section 315 of the Planning Code. Thus, developers in Project Area B are required to comply with the inclusionary housing standards in this Redevelopment Plan.

5.3.3 Limitation on the Number of Buildings

The number of buildings within the Zone 2 of the Project Area may not exceed approximately 4,000.

5.3.4 Number of Dwelling Units

The number of Dwelling Units presently within Zone 2 of the Project Area is currently approximately 5,510 and will be approximately 9,300 under this Redevelopment Plan.

5.3.5 Parking

Parking spaces may be provided as permitted in the Planning Code. The Agency will encourage joint use of parking spaces as may be permitted under the Planning Code to the extent that such joint use will adequately serve the needs of each user.

5.3.6 Land Coverage

Land coverage shall be determined by the application of the Planning Code for density, parking, and open space.

5.3.7 Signs

Signs in Zone 2 of the Project Area shall be designed and constructed in conformance with the Planning Code. In addition, signs shall be complementary to elements in the total environment.

5.3.8 Review of Planning Applications, Architectural and Landscape Plans

In evaluating the plans, the Agency will use the standards set forth in the Planning Code and any applicable approved City design guidelines. Particular emphasis will be given to the visual relationship to adjoining development and to the view of the development from public rights-of-way.

In the disposition of land, the Agency may establish design criteria for specific parcels to ensure an attractive and harmonious urban design and may implement these criteria with appropriate provisions in the disposition documents. Development proposals will be evaluated as to the manner in which they achieve the objectives of this Redevelopment Plan.

5.3.9 Off-Site Improvements

The Agency may require a land owner, at his/her own expense, to install street trees, landscaping, paving, or other improvements on property other than the site that is the subject of the sale, lease, or owner participation agreement. Such improvements shall be designed in conformity with approved streetscape plans and/or applicable design guidelines.

5.3.10 Variance by Agency

If a development project in Zone 2 involves Agency Action, then, in its sole discretion, the Agency may grant a variance from this Redevelopment Plan or the Planning Code.

The owner or developer of any property in Zone 2 may make a written request for a variance that states fully the grounds of the application and the facts pertaining thereto. Upon receipt of a complete application, the Agency may conduct its own further investigation and, after consultation with the PAC and the Planning Department, the Agency Commission may, at a duly noticed public hearing, grant a variance from this Redevelopment Plan or the Planning Code under the following circumstances:

- Due to unique physical constraints or other extraordinary circumstances applicable to the property, the enforcement of development regulations without a variance would otherwise result in practical difficulties for development and create undue hardship for the property owner or developer or constitute an unreasonable limitation beyond the intent of this Redevelopment Plan; and
- The granting of a variance would be in harmony with the goals of this Redevelopment Plan and the Planning Code, and would not be materially detrimental to the public welfare or materially injurious to neighboring property or improvements in the vicinity.

In granting a variance, the Agency will specify the character and extent thereof, and also prescribe conditions necessary to secure the goals of this Redevelopment Plan and the Planning Code.

5.3.11 Variance by Planning Department

If a development project is in Zone 2 of the Project Area and does not involve Agency Action, then any request for a variance will be reviewed by the Planning Department, in its sole discretion, using the guidelines and procedures established by the Planning Department. The Planning Department's determination to grant or deny a variance is not appealable to the Agency.

5.4 Economic Development Program for Zone 2 of the Project Area

5.4.1 Proposed Economic Development Programs

The Agency may develop the following economic programs within each of the Economic Development Activity Nodes in conjunction with and with the assistance of the PAC:

- Façade improvement program;
- Brownfield cleaning assistance;
- Assistance with the development of key catalyst commercial sites;
- Provision of small business improvement assistance;
- Assistance with marketing and promotional activities for local business groups;
- Creating local business retention programs;
- Development of cultural facilities;
- Rehabilitation of historic structures;
- Planning for innovative parking strategies in the Third Street corridor;
- Providing support for job training programs; and
- Enforcing the Agency's and/or City's local hiring and equal opportunity programs, where appropriate.

5.4.2 Economic Development Activity Nodes

The Agency shall encourage the promotion of policies and land use decisions that provide job-training, employment and business opportunities to local residents with a focus on economic development efforts within the seven Activity Nodes of Project Area B described in Section 1.4.7. The Agency may implement Activity Node development programs for all or part of each Activity Node. The Agency may also pursue economic development efforts outside of Zone 2 of the Project Area where these efforts are determined to be necessary to effect the elimination of blighting conditions within Zone 2 of the Project Area; and where they comply with the CRL, including, Section 33445.1. The design of each Economic Development Activity Node will facilitate and support the Agency's efforts under its Affordable Housing Program.

6.0 DEFINITIONS

Following are definitions for certain words and terms used in this Redevelopment Plan. All words used in the present tense include the future. All words in the plural number include the singular number and all words in the singular number include the plural number, unless the natural construction of the wording indicates otherwise. The word “shall” is mandatory and not directory; and the term “may not” is prohibitory and not permissive. 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.

2010 Plan Amendment Date means the date on which Ordinance No. 210-10 adopting amendments to this Redevelopment Plan, approved on August 3, 2010, became effective.

2017 Plan Amendment Date means the date on which Ordinance No. 121-17 adopting amendments to this Plan, approved on June ~~13~~22, 2017, became effective.

2018 Plan Amendment Date means the date on which Ordinance No. _____ adopting amendments to this Plan, approved on _____, became effective.

Accessory Use means uses that are related to and subservient to another use, and serve that use only.

Administrative Fee means any fee charged by any City Agency or the Agency in effect on a Citywide Basis, including fees associated with Article 31, at the time of submission for the processing of any application for building or other permits, subdivision maps, or other City or Agency regulatory actions or approvals for any development in the Project Area.

Adult Entertainment means a use that includes any of the following: adult bookstore, adult theater, and encounter studio, as defined by Section 1072.1 of the San Francisco Police Code.

Affordable Housing Program means the Agency’s activities to construct, rehabilitate, and preserve housing that is permanently affordable to low- and moderate-income households. The basis for the Affordable Housing Program can be found in the Framework Housing Program adopted by the PAC on September 20, 2004 and the Below ~~—~~ Market Rate Housing Plan formulated in 2010 for Zone 1 of the Project Area, as amended from time to time.

Agency Action means the Agency's funding, acquisition, disposition, or development of property through a Disposition and Development Agreement (DDA), Owner Participation Agreement (OPA), loan agreement, grant agreement, or other transactional or funding documents between a property owner or developer and the Agency.

Agency Commission means the Commission for the Redevelopment Agency of the City and County of San Francisco.

Amusement Enterprise means enterprises such as billiard halls, bowling alleys, skating rinks, and similar uses when conducted within a completely enclosed building.

Animal Services means an animal care use that provides medical care and/or boarding services for animals.

Area Median Income or **AMI** means area median income as determined by the United States Department of Housing and Urban Development for the San Francisco area, adjusted for actual household size, but not adjusted for high income area. If data from HUD specific to the Metro Fair Market Rent Area that includes San Francisco are unavailable, AMI may be calculated by the Mayor's Office of Housing using other publicly available and credible data, adjusted for Household Size.

Arts Education means schools of any of the following for professionals, credentialed individuals or amateurs: dance, music, dramatic art, film, video, graphic art, painting, drawing, sculpture, small-scale glass works, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel, and other visual, performance, industrial and product-design and sound arts and craft.

Art Production means commercial arts and art-related business service uses including, but not limited to, recording and editing services, small-scale film and video developing and printing; titling; video and film libraries; special effects production; fashion and photo stylists; production, sale and rental of theatrical wardrobes; and studio property production and rental companies. Arts spaces may include studios, workshops, galleries, museums, archives and small theaters, and other similar spaces customarily used principally for production and post-production of graphic art, painting, drawing, sculpture, small-scale glass works, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel and other visual, performance and sound arts and craft.

Automotive Sale means a retail use that provides on-site vehicle sales whether conducted within a building or on an open lot.

Automotive Repair means a retail automotive service use that provides any of the following automotive repair services, whether outdoors or in an enclosed building: minor auto repair, engine repair, rebuilding, or installation of power train components, reconditioning of badly worn or damaged motor vehicles, collision service, or full body paint spraying.

Bar means a principal retail use not located in a Restaurant that provides on-site alcoholic beverage sales for drinking on the premises, including bars serving beer, wine and/or liquor to the customer where no person under twenty one (21) years of age is admitted (with Alcoholic Beverage Control [ABC] license 42, 48, or 61) and drinking establishments serving liquor (with ABC license 47 or 49) in conjunction with other uses that admit minors, such as theaters, and other entertainment. Restaurants with ABC licenses are not considered bars under this definition.

Bayview Hunters Point Survey Area C means the India Basin portion of the original South Bayshore Survey Area designated in 2006 to remain an area for consideration for amendment into Project Area B after an additional community planning process.

Board of Supervisors means the Board of Supervisors of the City and County of San Francisco, California.

Bicycle Storage means: (a) Class 1 Bicycle Parking Space(s), that are facilities that protect the entire bicycle, its components and accessories against theft and against inclement weather, including wind-driven rain. Examples of this type of facility include (1) lockers, (2) check-in facilities, (3) monitored parking, (4) restricted access parking, and (5) personal storage; (b) Class 2 Bicycle Parking Space(s), that include bicycle racks that permit the locking of the bicycle frame and at least one wheel to the rack and, that support the bicycle in a stable position without damage to wheels, frame or components.

Building Construction Codes means the City's (or if applicable, the Port's) Building Code, Electrical Code, Mechanical Code and Plumbing Code and any construction requirements in the Housing Code and the Fire Code.

Business Occupant Re-Entry Policy means a document approved by the Agency Commission in relation to this Redevelopment Plan that establishes, to the extent required by State or Federal law, how the extension of reasonable preferences to business occupants will be implemented within the Project Area. For Zone 2, such document was adopted by Resolution No. 34-2006 dated March 7, 2006. The Agency may elect to rely on this document with respect to Zone 1 or may elect to promulgate a new Business Occupant Reentry Policy specific to Zone 1.

Candlestick Point Design for Development means the Candlestick Point Design for Development document, that sets development standards and design guidelines for Zone 1 of the

Project Area (the Candlestick Point Sub-Area) as shown on Map 2, including the Candlestick Point Activity Node that may be amended from time to time consistent with its provisions.

Candlestick Point Sub-Area means that portion of the Bayview Area Plan within the San Francisco General Plan that corresponds to Zone 1 of the Project Area, consisting of the within the Candlestick Activity Node and the Alice Griffith Project.

Cannabis-Related Use means any use that is required to obtain a permit, and has obtained such permit, from the San Francisco Office of Cannabis (or its successor). For the avoidance of doubt, a Cannabis-Related Use is any category of Use otherwise permitted herein that cultivates, manufactures, distributes, tests, sells, delivers or in any other way uses cannabis or cannabis-derived materials, including for legal adult use or medical use.

Certificate of Preference Holders means persons who have rights under the Agency's Certificate of Preference Program, as amended by Resolution No. 57-2008 (adopted on June 3, 2008 and effective Oct. 1, 2008).

Child-Care Facility means a use that provides less than 24-hour care for children by licensed personnel and that meets all the requirements of the State and other authorities for such a facility.

Child-Care Requirements means the requirements set forth in City Planning Code Section 314, as it exists on the 2010 Plan Amendment Date (and attached hereto as Attachment E).

City Agency means, individually or collectively as the context requires, all departments, agencies, boards, commissions and bureaus of the City with subdivision or other permit, entitlement or approval authority or jurisdiction over any portion of the Project Area, including but not limited to the Port Authority, Department of Public Works, the Public Utilities Commission, the Planning Commission, the Municipal Transportation Agency, the Building Inspection Commission, the Public Health Commission, the Fire Commission and the Police Commission, or any successor public agency designated by or under law.

City Regulations means ordinances, resolutions, initiatives, rules, regulations, and other official City and Agency policies applicable to and governing the overall design, construction, fees, use or other aspects of development within Zone 1. City Regulations includes City municipal codes, the General Plan, Building Construction Codes, and all ordinances, rules, regulations, and official policies adopted to implement those City Regulations, except to the extent such regulations are Administrative Fees.

Citywide Basis means all privately-owned property within (a) the City's jurisdictional limits or (b) any designated use classification or use district of the City so long as (1) any such use

classification or use district includes a substantial amount of affected private property other than affected private property within the Project Area, (2) the use classification or use district includes all private property that receives the general or special benefits of, or causes the burdens that occasion the need for, the New City Regulation, Development Fees and Exactions, or New Construction Requirements, and (3) the cost of compliance with the New City Regulation, Development Fees and Exactions, or New Construction Requirements applicable to the same type of use in the Project Area (or portion thereof) does not exceed the proportional benefits to, or the proportional burdens caused by private development of that type of use in, the Project Area (or portion thereof).

Commercial Storage means a commercial use that stores, within an enclosed building, household goods, contractors' equipment, building materials or goods or materials used by other businesses at other locations and that may include self-storage facilities for members of the public. The prohibition of this use in Zone 1 includes the storage of waste, salvaged materials, automobiles, inflammable or highly combustible materials, and wholesale goods or commodities.

Commercial Wireless Transmitting Facility means equipment for the transmission, reception, or relay of radio, television, or other electronic signals, and may include towers, antennae, and related equipment.

Community Garden means land gardened collectively by a group of people.

Community Redevelopment Law or **CRL** means the Community Redevelopment Law of the State of California (Health & Safety Code Sections 33000 *et seq.*).

Community Use means a publicly- or privately-owned use that provides public services to the community, whether conducted within a building or on an open lot. This use may include, by way of example and not limitation, museums, post offices, public libraries, police or fire stations, transit and transportation facilities, utility installations, building-integrated sustainable energy generation facilities, neighborhood-serving community recycling centers, and wireless transmission facilities.

Concept Plan means the Bayview Hunters Point Community Revitalization Concept Plan adopted by the PAC on November 13, 2000, as amended from time to time.

Conceptual Framework Plan means the Conceptual Framework Plan for the Integrated Development of Hunters Point Shipyard Phase 2 and Candlestick Point, endorsed by Board Resolution No. 264-07.

Consumer Price Index means the All Items Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area published by the Bureau of Labor Statistics of the United States Department of Labor.

Cooperation Agreement means an agreement between the Agency and the Planning Department that defines how the two agencies will administer the entitlement process in Zone 1 of the Project Area.

Delegation Agreement means an agreement between the Agency and the Planning Department that defines how the two agencies will administer the entitlement process in Zone 2 of the Project Area.

Development Fees and Exactions means a monetary or other exaction including in-kind contributions, other than a tax or special assessment or Administrative Fee, that is charged by the Agency or any City Agency in connection with any permit, approval, agreement or entitlement or any requirement for the provision of land for construction of public facilities or Infrastructure or any requirement to provide or contribute to any public amenity or services. Development Fees and Exactions does not include Building Construction Codes in effect from time to time and generally applicable on a Citywide Basis to similar land uses.

District Heating and Cooling Facility means a plant with hot water (or steam) and chilled water distributed from the district plant to individual buildings via a pipe distribution network located under the streets.

Dry-Cleaning Facility means dry-cleaning establishment, including pressing and other miscellaneous processing of clothes.

Dwelling Units means a residential use that consists of a suite of one or more rooms and includes sleeping, bathing, cooking, and eating facilities.

Effective Date means the date the ordinance passed by the Board of Supervisors approving this Redevelopment Plan (Ordinance No. 113-06) became effective.

Elementary School means an institution that provides K-8 education and that may be either public or private.

Executive Director means the Executive Director of the Agency.

General Plan means the General Plan for the City and County of San Francisco.

Grocery Store means a retail use of medium or large scale providing sales of food, produce, prepared food, beverages, toiletries, pharmaceutical products and services, and household items to the general public. This includes neighborhood-serving stores, supermarkets, festival market places, or other large format tenants providing primarily food sales up.

Group Housing means a residential use that provides lodging or both meals and lodging without individual cooking facilities. Group Housing may include housing specifically designed for and occupied by seniors, students or disabled residents.

Historic Survey means a building-by-building survey of properties containing structures over fifty (50) years of age utilizing survey methods outlined by State Office of Historic Preservation.

Home Office means the accessory use of a dwelling for office purposes, provided that the principal user of such office resides in that dwelling.

Hotel means a use that provides overnight accommodations including guest rooms or suites and ancillary services to serve hotel guests. Hotels shall be designed to include all lobbies, offices and internal circulation to guest rooms and suites within and integral to the same enclosed building or buildings as the guest rooms or suites.

Housing Authority means the San Francisco Housing Authority.

Implementation Plan means a plan adopted periodically by the Agency Commission relating to the implementation of goals and objectives within this Redevelopment Plan, in accordance with the requirements of the CRL.

India Basin Shoreline Area means BVHP Survey Area C.

India Basin Sub-area Plan means a proposed sub-area plan for the Bayview Hunters Point applicable for BVHP Survey Area C.

Interagency Cooperation Agreement means an agreement between the Agency and the City to facilitate the design, approval, operation and maintenance of public infrastructure to be built to serve Zone 1 of the Project Area.

Light Industrial means a non-retail use that provides for the fabrication or production of goods, by hand or machinery, for distribution to retailers or wholesalers for resale off the premises, primarily involving the assembly, packaging, repairing, or processing of previously prepared materials.

Limited Equity Program means the Agency's program for first-time homebuyers, which provides for-sale housing to income-qualified households at an affordable price and maintains initial affordability levels at each resale.

Live-Work Units means a structure or portion of a structure combining a residential living space for a household or group of persons with an integrated work space principally used by one or more of the residents of that unit.

Mayor means the current Mayor for the City and County of San Francisco.

~~**Medical Cannabis Dispensary** means a use as is defined by Section 3301(f) of the San Francisco Health Code.~~

Mitigation Measures means those mitigation measures from the Candlestick Point/Hunters Point Shipyard Phase 2 Project EIR imposed as conditions of approval of the amendments to this Redevelopment Plan as set forth in Resolution No. 347-10, as amended or modified from time to time consistent with CEQA.

Motor Vehicle Tow Service means a service use that provides vehicle towing service, including accessory vehicle storage, when all tow trucks used and vehicles towed by the use are parked or stored on the premises.

Neighborhood Retail Sales and Services means a commercial use that provides goods and/or services directly to the customer, whose primary clientele is customers who live or work nearby and who can access the establishment directly from the street on a walk-in basis. This use may provide goods and/or services to the business community, provided that it also serves the general public. This use would include those that sell, for example, groceries, personal toiletries, magazines, smaller scale comparison shopping; personal services such as laundromats, health clubs, formula retail outlets, hair or nail salons; and uses designed to attract customers from the surrounding neighborhood. Retail uses can also include outdoor activity areas, open air sales areas, and walk-up facilities (such as ATMs or window service) related to the retail sale or service use and need not be granted separate approvals for such features.

New City Regulations means both City Regulations adopted after the 2010 Plan Amendment Date or a change in Existing City Regulations, including any amendment to this Redevelopment Plan or the Plan Documents, effective after the 2010 Plan Amendment Date.

Nighttime Entertainment means entertainment activities such as dance halls, discotheques, nightclubs, and similar evening-oriented entertainment activities generally involving amplified music, either live or recorded, as well as restaurants and bars, and other venues or spaces used for different uses during the day that present such activities. It excludes Adult Entertainment.

Non-Retail Sales and Services means a commercial or office use that provides goods and/or services primarily to other businesses rather than to the general public and that may include, by way of example and not limitation, wholesale sales; sale, rental, installation, servicing and/or repair of business goods and equipment.

Nonconforming Use means a use that existed lawfully as of the 2010 Plan Amendment Date and that fails to conform to one or more of the use limitations in this Redevelopment Plan and/or the Planning Code then applicable for the Project Area in which the property is located.

Office means a use within a structure or portion thereof intended or primarily suitable for occupancy by persons or entities that perform, provide for their own benefit, or provide to others at that location services including, the following: professional; medical; banking; insurance; management; consulting; technical; sales; and design; and the non-accessory office functions of manufacturing and warehousing businesses; multimedia, software development, web design, electronic commerce, and information technology; administrative services; and professional services. This use does not include retail uses; repair; any business characterized by the physical transfer of tangible goods to customers on the premises; or wholesale shipping, receiving and storage.

Open Space means space that is retained primarily in an unimproved, natural state. Open Space may be used for passive recreational activities, such as hiking and picnicking, and may include facilities related to such passive recreational uses.

Owner Participation Agreement or **OPA** means a binding agreement between a property owner and the Agency by which the participant agrees to rehabilitate, develop, use and maintain the property in conformance with this Redevelopment Plan.

Owner Participation Rules means the rules for property owner participation in redevelopment activities consistent with the provisions of this Redevelopment Plan within the Project Area, approved by the Agency Commission by Resolution No. 34-2006 dated March 7, 2006, as may be amended from time to time.

Parking means the storage of vehicles accessory to a principle or secondary residential or commercial use. Such storage can be in the form of independently accessible parking spaces, non-independently accessible parking spaces including those accessed on parking lifts or through the use of valet. Parking spaces need not be on the same lot or block to the use it serves.

Parks means publicly owned open space improved with either active recreational amenities such as playing fields and sporting courts and/or passive recreational amenities such as trails, picnic areas, and small outdoor performance spaces

Performance Arts means a use that includes performance, exhibition, rehearsal, production, or post-production of any of the following: dance, music, dramatic art, film, video, and other visual, performance and sound arts and craft.

Permanently Affordable means in compliance with the statutorily required minimum affordability periods as set forth in the California Redevelopment Law.

Plan Documents means any Business Occupant Re-Entry Policy, Delegation Agreement(s) (as to Zone 2) Implementation Plan, Design for Development documents, Relocation Plan and Owner Participation Rules.

Planning Code means the Planning Code and Zoning Maps of the City and County of San Francisco.

Planning Commission means the Planning Commission of the City and County of San Francisco, California.

Planning Department means the Planning Department of the City and County of San Francisco.

Post-Secondary Institutions means a use that is certified by the Western Association of Schools and Colleges that provides post-secondary educational services such as a school, college or university.

Priority Policies means the eight priority policies stated in Section 101.1, Master Plan Consistency and Implementation, of the City's Planning Code.

Project Area means Project Area B, consisting of Zone 1 and Zone 2, within the boundaries of the Bayview Hunters Point Redevelopment Project Area.

Project Area A means the area delineated in Map 1. The legal description is contained in Attachment A hereto.

Project Area B means the area delineated in Map 2 and includes Area B Parcel One, and Area B Parcel Two. The legal description is contained in Attachment B hereto. Project Area B is further delineated for the purpose of redevelopment implementation into Zone and Zone 2. Zone 1, shown in Map 2, is the Candlestick Point Sub-Area, which includes the Candlestick Point Activity Node and Alice Griffith Project. Zone 2 includes the remainder of Project Area B.

Project Area Committee or **PAC** means the elected community body that advises the Agency on the preparation of this Redevelopment Plan and supporting documents.

Public Recreation means privately-owned recreational areas that are open to the general public. This use may include may include hiking trails, playgrounds, public parks, sports fields, community gardens, golf courses, marinas, and tennis courts as well as accessory uses such as maintenance facilities, parking, and concession areas.

Public Trust means collectively the common law public trust for commerce, navigation and fisheries and the statutory trust imposed by the Granting Act.

Real Property means land, including land under water and waterfront property; buildings, structures, fixtures, and improvements on the land; any property appurtenant to or used in connection with the land; every estate, interest, privilege, easement, franchise, and right in land, including rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage, or otherwise and the indebtedness secured by such liens.

Recreational Facility means a use that provides social, fraternal, counseling, athletic or other recreational gathering services to the community.

Redevelopment Plan means this Redevelopment Plan for the Bayview Hunters Point Project Area, formerly known as the Hunters Point Redevelopment Project Area.

Regional Retail Sales and Services means a commercial use that provides goods and/or services directly to the customer, whose primary clientele is customers who live throughout the surrounding region and may include both small and large format tenants up to 120,000 square feet. This use would include those who sell apparel, electronics, furniture, durable goods, specialty

items, formula retail outlets, and other more expensive, and less frequently purchased items; beyond the surrounding neighborhood. Regional Retail sales and services can include counter and other walk-up facilities as well as adjacent outdoor activity areas accessory to such uses.

Religious Institution means a use that provides religious services to the community such as a church, temple or synagogue.

Relocation Plan means, as appropriate, either: 1) as to Zone 2, a document, approved by the Agency Commission by Resolution No. 34-2006 dated March 7, 2006 that establishes how the Agency and developers will assist persons, business concerns and others displaced from the Project Area by redevelopment activities of or assisted by the Agency in finding new locations in accordance with all applicable relocation statutes and regulations; or 2) as to as to the Alice Griffith Housing portion of Zone 1, a plan approved by the Agency Commission consistent with Section 2.1 of this Redevelopment Plan in connection with a disposition and development agreement for the Alice Griffith Housing site; and 3) as to all other portions of Zone 1 other than Alice Griffith Housing, either a plan adopted by the Agency Commission consistent with the requirements of applicable State or Federal law or, if no such plan is adopted, the document approved by Agency Commission Resolution No. 34-2006 described in subsection 1 above.

Residential Care Facility means medical use that provides lodging, board, and care for one day or more to persons in need of specialized aid by personnel licensed by the State but does not provide outpatient services.

Residential Use means a use that includes for sale and rental housing units, including Dwelling Units, Live/Work Units, and Group Housing

Restaurant means a full service or self service retail facility primarily for eating use that provides ready-to-eat food to customers for consumption on or off the premises, which may or may not provide seating, and that may include service of liquor under ABC licenses [those explicitly for any alcoholic service in association with a restaurant]. Food may be cooked or otherwise prepared on the premises.

School Facilities Impact Fee means the sum payable to the San Francisco Unified School District pursuant to Government Code Section 65995.

Secondary School means a use that provides grade 9-12 education and may be either public or private.

Short-Term Rental has the meaning established in Article 41A of the Administrative Code (as it may be amended from time to time), and, subject to compliance with regulations of the City's

Office of Short-Term Rentals (or its successor), is allowed within Residential uses unless otherwise prohibited by applicable private covenants or similar restrictions.

Standards for Development means, for Zone 2 of the Project Area, the standards set forth in the Planning Code. For Zone 1 of the Project Area (Candlestick Point Sub-Area), the Standards for Development are set forth in the Candlestick Point Design for Development Document.

State means the State of California.

State Historical Building Code or **SHBC** means the State Historical Building Code as set forth in Part 8 of Title 24 (Health & Safety Code §§ 18950 *et seq.*), which applies to all qualified historical buildings or structures, as defined in SHBC Section 18955. It provides building regulations and standards for the rehabilitation, preservation, restoration (including related reconstruction) or relocation of qualified historical buildings.

Supportive Housing means affordable housing developments with integrated services that are not required as a condition of occupancy and that serve high needs populations including but not limited to low income senior citizens, youth transitioning out of foster care, adults with developmental disabilities, individuals and families who are homeless or at risk of homelessness, and persons with AIDS.

Taxing Agencies means all public entities that have the authority to tax property within the Project Area, including the State, the City, BART, San Francisco Unified School District, City College of San Francisco, Bay Area Air Quality Management District and any district or other public corporation.

Use means the purpose for which land or a structure, or both, are designed, constructed, arranged or intended, or for which they are occupied or maintained, let or leased.

Vocational/Job Training Facility means a use that provides job training, and may also provide vocational counseling and job referrals. Vocational/Job Training Facilities that are oriented to clerical, administrative, or professional skill development and job placement (Clerical/Administrative) shall be a distinct use from facilities that are oriented to mechanical, light industrial, or trade-related skill development and job placement (Mechanical/Industrial).

Zone 1 means the Candlestick Point Activity Node of the Project Area, defined above, and illustrated in Map 2, subject to the additional entitlement provisions of Section 4 of this Redevelopment Plan. Zone 1 is the portion of the Project Area subject to Proposition G. All parcels within Zone 1 are listed in a separate table in Attachment D.

Zone 2 means the portion of the Project Area outside of Zone 1, which is not subject to Proposition G.

Attachment A - Legal Description Project Area A.

The Boundaries of Project Area A are indicated on Map 1, and are more particularly described as follows:

Beginning at the point of intersection of the northwesterly line of Mendell Street with a line drawn parallel with and perpendicularly distant 100 feet northeasterly from the northeasterly line of Innes Avenue; running thence southeasterly along the parallel line so drawn to the northwesterly line of Lane Street; thence northeasterly along the northwesterly line of Lane Street to its intersection with a line drawn parallel with and perpendicularly distant 100 feet southwesterly from the southwesterly line of Galvez Avenue; thence northwesterly along last said parallel line to the southeasterly line of Mendell Street; thence northeasterly along said southeasterly line of Mendell Street to a line drawn parallel with and perpendicularly distant 100 feet northeasterly from the northeasterly line of Galvez Avenue; thence southeasterly along last said parallel line to the northwesterly line of Keith Street to its intersection with the southwesterly line of Fairfax Avenue; thence southeasterly along the southwesterly line of Fairfax Avenue produced southeasterly to its intersection with the southeasterly line of Keith Street; thence northeasterly along said southeasterly line of Keith Street produced northeasterly to its intersection with the northeasterly line of Fairfax Avenue; thence along the northeasterly line of Fairfax Avenue the following courses and distances: southeasterly 300.836 feet; southeasterly along an arc of a curve to the right tangent to the preceding course, with a radius of 175.534 feet, a central angle of $32^{\circ}20'31''$, a distance of 99.084 feet; southeasterly tangent to the preceding curve 34.487 feet; at a right angle southwesterly 9 feet; and southeasterly on the arc of a curve to the right, whose tangent deflects $90^{\circ}00'00''$ to the left from the preceding course, with a radius of 221 feet, a central angle of $3^{\circ}07'20''$, a distance of 12.043 feet to the southwesterly line of Fairfax Avenue; thence deflecting $144^{\circ}32'9''$ to the right from the tangent to the preceding curve and running northwesterly along the southwesterly line of Fairfax Avenue 2.671 feet, thence continuing along the southwesterly line of Fairfax Avenue the following courses and distances: northwesterly along an arc of a curve to the left, tangent to the preceding course, with a radius of 100 feet, a central angle of $25^{\circ}50'32''$, a distance of 45.103 feet; northwesterly along an arc of a reverse curve to the right, with a radius of 100 feet, a central angle of $25^{\circ}50'32''$, a distance of 45.103 feet; and northwesterly tangent to the preceding curve 73.988 feet to a point on the southwesterly line of Fairfax Avenue distant thereon 265.220 feet southeasterly from the southeasterly line of Keith Street; thence leaving said southwesterly line of Fairfax Avenue south $62^{\circ}19'13''$ west 43.370 feet; thence north $26^{\circ}38'51''$ west 8.730 feet; thence north $81^{\circ}55'51''$ west 127.710 feet; thence south $53^{\circ}19'54''$ west 28.400 feet; thence south $10^{\circ}40'51''$ east 83.580 feet; thence south $12^{\circ}00'13''$ west 64.610 feet; thence south 25° west 44.690 feet; thence south $31^{\circ}41'18''$ west 69.610 feet, thence south $9^{\circ}40'46''$ west 39.050 feet; thence south $10^{\circ}04'18''$ east 55.080 feet; thence south $22^{\circ}34'00''$ west 56.800 feet to the northeasterly line of Hudson Avenue; thence southeasterly along said northeasterly line of Hudson Avenue 76.020 feet; thence at a right angle southwesterly 180 feet; thence at a right angle southeasterly 207.573 feet; thence deflecting $70^{\circ}43'48''$ to the right and running southerly 98.255 feet to a point on the former northwesterly line of Jennings Street, distant thereon 7.250 feet northeasterly from the northeasterly line of Innes Avenue; thence southwesterly along said former northwesterly line of Jennings Street 47.250 feet to the center line of Innes Avenue; thence northwesterly along said center line of Innes Avenue 95.281 feet; thence

southeasterly along an arc of a curve to the right, whose tangent deflects $145^{\circ}42'16''$ to the left from the preceding course, with a radius of 828 feet, a central angle of $14^{\circ}13'16''$, a distance of 205.514 feet; thence southeasterly tangent to the preceding curve a distance of 160.232 feet; thence continuing southeasterly along an arc of a curve to the left, tangent to the preceding course, with a radius of 122 feet, a central angle of $48^{\circ}31'00''$, a distance of 103.307 feet; thence southeasterly tangent to the preceding curve a distance of 440 feet to the center line of Middle Point Road, formerly Ingalls Street; thence northeasterly along the center line of Middle Point Road to a point perpendicularly distant 100 feet southwesterly from southwesterly from the southwesterly line of Innes Avenue; thence southeasterly parallel with last said line of Innes Avenue to a point perpendicularly distant 225 feet northwesterly from the northwesterly line of Hawes Street; thence northeasterly parallel with said northwesterly line of Hawes Street 100 feet to the southwesterly line of Innes Avenue; thence southeasterly along said southwesterly line of Innes Avenue 289 feet to the southeasterly line of Hawes Street; thence at a right angle southwesterly along said southeasterly line of Hawes Street 100 feet; thence at right angle northwesterly to the center line of Hawes Street; thence southwesterly along the southwesterly extension of the center line of Hawes Street to a point distant thereon 442.823 feet northeasterly from the former northeasterly line of Newcomb Avenue; thence southeasterly along an arc of a curve concave southwesterly, having a radius of 74.50 feet (a radial line to said curve at last mentioned point bears North $25^{\circ}43'29''$ east), through a central angle of $8^{\circ}25'50''$, a distance of 10.962 feet; thence south $27^{\circ}47'39''$ west 171.95 feet; thence south $27^{\circ}20'36''$ east 290.700 feet; thence south $54^{\circ}28'21''$ east 371.245 feet to the center line of former Griffith Street; thence southwesterly along last said center line to the center line of former Newcomb Avenue; thence northwesterly along said center line of Newcomb Avenue to a point distant thereon 225 feet southeasterly from the former southeasterly line of Hawes Street; thence southwesterly parallel with said southeasterly line of Hawes Street to the northeasterly line of Lot 12, in Block 284, as said lot and block are shown on that certain map entitled, "Map of the Property of the South San Francisco Homestead and R.R. Association", filed April 15, 1867, in Book 2 "A" and "B" of Maps, at page 39, in the office of the Recorder of the City and County of San Francisco, State of California; thence southeasterly along the northeasterly line of Lot 12 to the southeasterly line of said lot; thence southwesterly along last said southeasterly line and its southwesterly extension to the southwesterly line of Oakdale Avenue; thence northwesterly along last said line of Oakdale Avenue to a point distant thereon 75 feet northwesterly from the northwesterly line of Ingalls Street; thence southwesterly at a right angle to said southwesterly line of Oakdale Avenue 30 feet; thence at a right angle northwesterly 25 feet; thence at a right angle southwesterly 70 feet to a point perpendicularly distant 100 feet northeasterly from the northeasterly line of Palou Avenue; thence northwesterly parallel with said northeasterly line of Palou Avenue to the southeasterly line of Jennings Street; thence at a right angle southwesterly along said southeasterly line of Jennings Street, 100 feet to the northeasterly line of Palou Avenue; thence northwesterly along said northeasterly line of Palou Avenue 89 feet, more or less, to a point distant thereon 25 feet northwesterly from the northwesterly line of Jennings Street; thence at a right angle northeasterly 100 feet; thence northwesterly parallel with said northeasterly line of Palou Avenue to a point perpendicularly distant 225 feet southeasterly from the southeasterly line of Keith Street; thence northeasterly parallel with last said line of Keith Street to the southwesterly line of Oakdale Avenue; thence northwesterly along said southwesterly line of Oakdale Avenue to a point distant thereon 150 feet southeasterly from said southeasterly line of Keith Street; thence northeasterly parallel with last said line of Keith Street to the northeasterly line of Oakdale Avenue; thence at a

right angle northwesterly along last said line of Oakdale Avenue to a point distant thereon 112.50 feet southeasterly from the southeasterly line of Keith Street; thence northeasterly parallel with said southeasterly line of Keith Street to a point perpendicularly distant 100 feet southwesterly from the southwesterly line of Newcomb Avenue; thence northwesterly parallel with said southwesterly line of Newcomb Avenue to a point perpendicular distant 75 feet southeasterly from the southeasterly line of Keith Street; thence northeasterly parallel with said southeasterly line of Keith Street to the southwesterly line of Newcomb Avenue; thence northwesterly along said southwesterly line of Newcomb Avenue and its northwesterly extension to its intersection with the northwesterly line of Keith Street; thence northeasterly along last said line of Keith Street to a point distant thereon 100 feet southwesterly from the former southwesterly line of McKinnon Avenue; thence northwesterly parallel with last said line of McKinnon Avenue to a point perpendicularly distant 200 feet southeasterly from the southeasterly line of Lane Street; thence northeasterly parallel with said southeasterly line of Lane Street to the southwesterly line of McKinnon Avenue; thence northwesterly along last said line of McKinnon Avenue and its northwesterly extension to its intersection with the northwesterly line of Lane Street; thence northeasterly along last said line of Lane Street to its intersection with the southwesterly line of La Salle Avenue; thence northwesterly along last said line of La Salle Avenue and its northwesterly extension to its intersection with the northwesterly line of Mendell Street; thence northeasterly along last said line of Mendell Street to the point of beginning.

Project Area A contains 137 acres. Project Area B (described in Attachment B) contains 1,361.5 acres. Total computed acreage for Project Area A and Project Area B contains 1,498.5 acres more or less.

Attachment B- Legal Description Project Area B.

The Boundaries of Project Area B are indicated Map 2, and are more particularly described as follows:

Parcel One

Beginning at the point of intersection of the northerly line of Cesar Chavez Street with the northeasterly line of San Bruno Avenue, said point being the southwest corner of Assessor's Block 4279; Thence southwesterly to the northeast corner of Assessor's Block 5509; Thence southerly along the easterly line of Assessor's Block 5509 to the most southerly corner of Assessor's Block 5509; Thence southerly to the most easterly corner of Assessor's Block 5510, said corner being on the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line of Bay Shore Boulevard to the northerly line of Eve Street; Thence southerly to the intersection of the southerly line of Eve Street with the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line of Bay Shore Boulevard to the northeast corner of lot 47, Assessor's Block 5533; Thence westerly along the northerly line of said lot 47 to the northwest corner of said lot 47, also being the most northerly corner of lot 48, Assessor's Block 5533; Thence southwesterly along the northwesterly line of said lot 48 to an angle point therein; Thence southwesterly along the northwesterly line of said lot 48 to the southwest corner of said lot 48; Thence southeasterly along the southwesterly line of said lot 48 to the northwesterly line of Bay Shore Boulevard; Thence southwesterly along the northwesterly line of Bay Shore Boulevard and its southwesterly prolongation to the intersection of the northwesterly line of Bay Shore Boulevard with the southwesterly line of Costa Street; Thence northwesterly along the southwesterly line of Costa Street to the northwest corner of lot 1, Assessor's Block 5573; Thence southwesterly along the northwesterly line of lot 1 and lot 5, Assessor's Block 5573 to the southwest corner of said lot 5; Thence southeasterly along the southwesterly line of said lot 5 to the northwesterly line of Bay Shore Boulevard; Thence southwesterly along the northwesterly line of Bay Shore Boulevard and its southwesterly prolongation to the intersection of the northwesterly line of Bay Shore Boulevard with the southwesterly line of Faith Street; Thence northwesterly along the southwesterly line of Faith Street to the northwest corner of lot 1, Assessor's Block 5576; Thence southwesterly along the northwesterly line of said lot 1 to the northeasterly line of Oakdale Avenue; Thence southeasterly along the northeasterly line of Oakdale Avenue to the northwesterly line of Bay Shore Boulevard; Thence southwesterly to the intersection of the northwesterly line of Bay Shore Boulevard with the southwesterly line of Oakdale Avenue; Thence northwesterly along the southwesterly line of Oakdale Avenue to the northwest corner of lot 1, Assessor's Block 5596; Thence southwesterly along the northwesterly line of said lot 1 to the southwest corner of said lot 1, also being the northwest corner of lot 43, Assessor's Block 5596; Thence southerly along the westerly line of said lot 43 to the intersection of the northwesterly and northeasterly lines of Cosgrove Street; Thence southwesterly along the northwesterly line of Cosgrove Street to the southwesterly line of Cosgrove Street; Thence southeasterly along the southwesterly line of Cosgrove Street to the northwesterly line of lot 53, Assessor's Block 5596; Thence southwesterly along the northwesterly line of lots 53, 54, 12, 14, 13, 15, 17D, 17B, 41, and 38, Assessor's Block 5596 to the northerly line of Cortland Avenue; Thence easterly along the northerly line of Cortland Avenue to the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line of Bay Shore Boulevard and it southerly

prolongation to the southwesterly prolongation of the southeasterly line of Industrial Street; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of Industrial Street to the southwesterly line of Shafter Avenue; Thence southeasterly along the southwesterly line of Shafter Avenue to the southwesterly prolongation of the northwesterly line of lot 1, Assessor's Block 5348; Thence northeasterly along said southwesterly prolongation to the northeasterly line of Shafter Avenue; Thence southeasterly along the northeasterly line of Shafter Avenue to the northwesterly line of Selby Street; Thence northeasterly along the northwesterly line of Selby Street to the northwesterly prolongation of the southwesterly line of lot 26, Assessor's Block 5347; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of lots 26 through 31 and 46 through 48, Assessor's Block 5347 to the most southerly corner of said lot 48; Thence northeasterly along the southeasterly line of said lot 48 to the southwesterly line of Revere Avenue; Thence southeasterly along the southwesterly line of Revere Avenue to the southwesterly prolongation of the northwesterly line of Rankin Street; Thence northeasterly along said southwesterly prolongation and along the northwesterly line of Rankin Street to the northeasterly line of lot 2, Assessor's Block 5334; Thence northwesterly along the northeasterly line of lots 2 through 23, 51 and 50 to the southeasterly line of Selby Street; Thence northeasterly along the southeasterly line of Selby Street to the northeasterly line of Palou Avenue; Thence southeasterly along the northeasterly line of Palou Avenue to the northwesterly line of Rankin Street; Thence northeasterly along the northwesterly line of Rankin Street to the most easterly corner of lot 2, Assessor's Block 5318; Thence southeasterly at a right angle to the northwesterly line of Rankin Street to the southeasterly line of Rankin Street; Thence southwesterly along the southeasterly line of Rankin Street to the southwesterly line of lot 49, Assessor's Block 5319; Thence southeasterly along the southwesterly line of said lot 49 to the southeasterly line of said lot 49; Thence northeasterly along the southeasterly line of said lot 49 to the southwesterly line of lot 27, Assessor's Block 5319; Thence southeasterly along the southwesterly line of lots 27 through 47 and 1, Assessor's Block 5319 to the northwesterly line of Quint Street; Thence southeasterly to the intersection of the southeasterly line of Quint Street with the northeasterly line of Drummond Alley; Thence southeasterly along the northeasterly line of Drummond Alley and its southeasterly prolongation to the southeasterly line of Dunshee Street; Thence southwesterly along the southeasterly line of Dunshee Street and its southwesterly prolongation to the southwesterly line of Palou Avenue; Thence southeasterly along the southwesterly line Palou Avenue to the northwesterly line of Phelps Street; Thence southwesterly along the northwesterly line of Phelps Street and its southwesterly prolongation to the southwesterly line of Quesada Avenue; Thence southeasterly along the southwesterly line of Quesada Avenue to the southeasterly line of Quesada Avenue; Thence northeasterly along the southeasterly line of Quesada Avenue to the northeasterly line of Quesada Avenue, also being the southwesterly line of Assessor's Block 5328; Thence southeasterly along the southwesterly line of Assessor's Block 5328 to the northwesterly line of Newhall Street; Thence southwesterly along the northwesterly line of Newhall Street to the northwesterly prolongation of the southwesterly line of Quesada Avenue; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of Quesada Avenue to the northwesterly line of lot 1, Assessor's Block 5338; Thence southwesterly along the northwesterly line of lots 1 and 2, Assessor's Block 5338 to the northeasterly line of lot 53, Assessor's Block 5338; Thence northwesterly along said northeasterly line of lot 53, Assessor's Block 5338, to the northeast corner of said lot 53; Thence southwesterly along the northwesterly line of lot 53 to an angle point therein; Thence northwesterly along the northwesterly line of lot 53, Assessor's Block 5338, a distance of 7.21

feet; Thence southwesterly along the northwesterly line of lot 53, Assessor's Block 5338, to the southwesterly line of lot 53; Thence southeasterly along the southwesterly line of lot 53, Assessor's Block 5338 to the northwesterly line of lot 5, Assessor's Block 5338; Thence southwesterly along the northwesterly line of lot 5, Assessor's Block 5338 to the northeasterly line of Revere Avenue; Thence southwesterly at a right angle to the northeasterly line of Revere Avenue to the southwesterly line of Revere Avenue; Thence southeasterly along the southwesterly line of Revere Avenue to the northwesterly line of lot 33, Assessor's Block 5343; Thence southwesterly along the northwesterly line of said lot 33 to the northeasterly line of Bay View Street; Thence southwesterly to the intersection of the southwesterly line of Bay View Street with the southeasterly line of Latona Street; Thence southeasterly along the southwesterly line of Bay View Street to the northwesterly line of lot 29, Assessor's Block 5358; Thence southwesterly along the northwesterly line of lots 29, 3, and 4, Assessor's Block 5358 to the southwesterly line of said lot 4; Thence southeasterly along the southwesterly line of said lot 4 to the northwesterly line of lot 5A, Assessor's Block 5358; Thence southwesterly along the northwesterly line of lot 5A and lot 27 to the northeasterly line of lot 8, all in Assessor's Block 5358; Thence northwesterly along the northeasterly line of said lot 8 to the northwesterly line of said lot 8; Thence southwesterly along the northwesterly line of lots 8 and 9, Assessor's Block 5358 to the southwesterly line of said lot 9; Thence southeasterly along the southwesterly line of said lot 9 to the northwesterly line of lot 11A, Assessor's Block 5358; Thence southwesterly along the northwesterly line of said lot 11A to the southwesterly line of said lot 11A; Thence southeasterly along the southwesterly line of said lot 11A to the northwesterly line of lot 12, Assessor's Block 5358; Thence southwesterly along the northwesterly line of said lot 12 to the northeasterly line of lot 13, Assessor's Block 5358; Thence northwesterly along the northeasterly line of said lot 13 to the northwesterly line of said lot 13; Thence southwesterly along the northwesterly line of said lot 13 to the southwesterly line of said lot 13; Thence southeasterly along the southwesterly line of said lot 13 to the northwesterly line of lot 14, Assessor's Block 5358; Thence southwesterly along the northwesterly line of said lot 14 to the northeasterly line of lot 15, Assessor's Block 5358; Thence northwesterly along the northeasterly line of said lot 15 to the southeasterly line of Latona Street; Thence southwesterly along the southeasterly line of Latona Street to the northeasterly line of Thornton Avenue; Thence southwesterly at a right angle to the northeasterly line of Thornton Avenue to the southwesterly line of Thornton Avenue; Thence northwesterly along the southwesterly line of Thornton Avenue to the southeasterly line of Lucy Street; Thence southwesterly along the southeasterly line of Lucy Street to the northeasterly line of Williams Avenue; Thence northwesterly along the northeasterly line of Williams Avenue to the northwesterly line of Reddy Street; Thence northeasterly along the northwesterly line of Reddy Street to the southwesterly line of Thornton Avenue; Thence northwesterly along the southwesterly line of Thornton Avenue to the southeasterly line of Diana Street; Thence southwesterly along the southeasterly line of Diana Street to the northeasterly line of Williams Avenue; Thence southwesterly at a right angle to the northeasterly line of Williams Avenue to the southwesterly line of Williams Avenue; Thence southeasterly along the southwesterly line of Williams Avenue to the westerly line of lot 4, Assessor's Block 5415; Thence southerly along the westerly line of said lot 4 to the southwesterly line of said lot 4; Thence southeasterly along the southwesterly line of said lot 4 to the westerly line of lot 1, Assessor's Block 5415; Thence southerly along the westerly line of said lot 1 to the northwesterly line of Mendell Street; Thence southwesterly along the northwesterly line of Mendell Street and its southwesterly prolongation to the westerly line of lot 5, Assessor's Block 5415; Thence southerly along the westerly line of said

lot 5 to the southeasterly prolongation of the northeasterly line of Egbert Avenue; Thence northwesterly along said southeasterly prolongation and along the northeasterly line of Egbert Avenue to the southeasterly line of Newhall Street; Thence northeasterly along the southeasterly line of Newhall Street and its northeasterly prolongation to the southeasterly prolongation of the northeasterly line of Carroll Avenue; Thence northwesterly along said southeasterly prolongation and along the northeasterly line of Carroll Avenue to an angle point therein; Thence southwesterly to the northwest corner of Assessor's Block 5434B; Thence southwesterly along the northwesterly line of Assessor's Block 5434B to the northeasterly line of Egbert Avenue; Thence southwesterly to the most northerly corner of Assessor's Block 5431A; Thence southwesterly along the northwesterly line of Assessor's Block 5431A to the northeasterly line of Fitzgerald Avenue; Thence northwesterly along the northeasterly line of Fitzgerald Avenue to the easterly line of Bay Shore Boulevard; Thence westerly at a right angle to the easterly line of Bay Shore Boulevard to the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line of Bay Shore Boulevard to the southwesterly line of Paul Avenue; Thence southeasterly along the southwesterly line of Paul Avenue to the northwesterly line of lot 53, Assessor's Block 5461; Thence southwesterly along the northwesterly line of lots 53, 3 through 9, 51, 52, 14 through 24, all Assessor's Block 5461 to the northeasterly line of Salinas Avenue; Thence southwesterly to the intersection of the southwesterly line of Salinas Avenue with the southeasterly line of Keith Street; Thence southwesterly along the southeasterly line of Keith Street to the northeasterly line of Jamestown Avenue; Thence southwesterly to the intersection of the southwesterly line of Jamestown Avenue with the southeasterly line of Keith Street; Thence southeasterly along the southwesterly line of Jamestown Avenue to the northwesterly line of Third Street; Thence southwesterly along the northwesterly line of Third Street to the northeast corner of lot 1, Assessor's Block 5470; Thence westerly along the northerly line of lots 1 and 2, Assessor's Block 5470 to the northeasterly line of Key Avenue; Thence westerly to the intersection of the southwesterly line of Key Avenue with the southeasterly line of Keith Street; Thence southwesterly along the southeasterly line of Keith Street to the northeasterly line of Le Conte Avenue; Thence northwesterly to the intersection of the northwesterly line of Keith Street with the northeasterly line of Le Conte Avenue; Thence southwesterly to the intersection of the southwesterly line of Le Conte Avenue with the northwesterly line of Keith Street; Thence northwesterly along the southwesterly line of Le Conte Avenue and its northwesterly prolongation to the northerly prolongation of the easterly line of Bay Shore Boulevard; Thence southerly along said northerly prolongation and along the easterly line of Bay Shore Boulevard to the northwesterly line of Keith Street; Thence southerly to the intersection of the easterly line of Bay Shore Boulevard with the southeasterly line of Keith Street; Thence southerly along the easterly line of Bay Shore Boulevard to the southwesterly prolongation of the northwesterly line of Third Street; Thence easterly to the northwesterly prolongation of the northeasterly line of Meade Avenue; Thence southeasterly along said northwesterly prolongation and along the northeasterly line of Meade Avenue to the southeasterly line of lot 17, Assessor's Block 5016; Thence northeasterly along the southeasterly line of lot 17, 8, 18, and 10, all Assessor's Block 5016 to the northeasterly line of said lot 10; Thence northwesterly along the northeasterly line of said lot 10 to the southeasterly line of lot 10A, Assessor's Block 5016; Thence northeasterly along the southeasterly line of lots 10A, 11B and 11, all Assessor's Block 5016 to the southwesterly line of Le Conte Avenue; Thence northeasterly at a right angle to the southwesterly line of Le Conte Avenue to the northeasterly line of Le Conte Avenue; Thence northwesterly along the northeasterly line of Le Conte Avenue to the southeasterly line of lot 24, Assessor's Block 4995;

Thence northeasterly along the southeasterly line of said lot 24 to the southwesterly line of lot 25, Assessor's Block 4995; Thence southeasterly along the southwesterly line of said lot 25 to the southeasterly line of said lot 25; Thence northeasterly along the southeasterly line of lots 25 through 28 and lot 15, all Assessor's Block 4995 to the southwesterly line of Key Avenue; Thence southeasterly along the southwesterly line of Key Avenue to the southwesterly prolongation of the southeasterly line of lot 3, Assessor's Block 4994; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of said lot 3 to an angle point therein; Thence southeasterly along said southeasterly line of said lot 3 to the northwesterly line of Jennings Street; Thence northeasterly along the northwesterly line of Jennings Street to the southwesterly line of Jamestown Avenue; Thence southeasterly to the intersection of the southwesterly line of Jamestown Avenue with the southeasterly line of Jennings Street; Thence southeasterly along the southwesterly line of Jamestown Avenue to the most northerly corner of lot 277, Assessor's Block 4991; Thence southwesterly and southeasterly along the northwesterly and southwesterly lines of said lot 277 to the most southerly corner of said lot 277; Thence southeasterly along the southwesterly line of lot 276, Assessor's Block 4991 to the northwesterly line of lot 6, Assessor's Block 4977; Thence southwesterly along the northwesterly line of said lot 6 to the southwesterly line of said lot 6; Thence southeasterly along the southwesterly line of said lot 6 and lot 8, Assessor's Block 4977 to the southeasterly line of said lot 8; Thence northeasterly along the southeasterly line of said lot 8 to the southwesterly line of lot 8, Assessor's Block 5023; Thence southeasterly along the southwesterly line of said lot 8 to the northwesterly line of Harney Way; Thence northeasterly along the northwesterly line of Harney Way to the southwesterly line of Jamestown Avenue; Thence southeasterly along the southwesterly line of Jamestown Avenue to the most easterly corner of lot 10, Assessor's Block 5023; Thence southwesterly along the southeasterly line of said lot 10 to the mean low-tide line of the San Francisco Bay Shoreline; Thence easterly, northwesterly, northeasterly, northwesterly, northeasterly and southeasterly meandering along said mean low-tide line to the point of intersection with the southeasterly line of Assessor's Block 4825; Thence northeasterly along the southeasterly line of Assessor's Blocks 4825, 4814 and 4805 and along the southeasterly line of Fitch Street to the northeasterly line of Palou Avenue; Thence northwesterly along the northeasterly line of Palou Avenue to the southeasterly line of Griffith Street; Thence northeasterly along the southeasterly line of Griffith Street to an angle point therein, said point being on the southeasterly prolongation of the southwesterly line of Oakdale Avenue; Thence northwesterly along the southeasterly line of Griffith Street to an angle point therein, said point being on the former centerline of Griffith Street; Thence northeasterly along the current southeasterly line of Griffith Street (formerly the centerline of Griffith Street) to the southeasterly prolongation of the southwesterly line of Navy Road; Thence northwesterly along said southeasterly prolongation and along the southwesterly line of Navy Road to the most northerly corner of lot 43, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said lot 43 to an angle point therein; Thence southeasterly along said northwesterly line of said lot 43 to an angle point therein; Thence southwesterly along said northwesterly line of said lot 43 and its southwesterly prolongation to the southwesterly line of Oakdale Avenue; Thence northwesterly along the southwesterly line of Oakdale Avenue to the northwesterly line of Assessor's Block 4734; Thence southwesterly along the northwesterly line of Assessor's Block 4734 and its southwesterly prolongation to the southwesterly line of Palou Avenue; Thence southeasterly along the southwesterly line of Palou Avenue to the northwesterly line of Hawes Street; Thence southwesterly along the northwesterly line of Hawes Street to the northeasterly line of Shafter Avenue; Thence northwesterly along the northeasterly line of

Shafter Avenue to its intersection with the southeasterly line of Ingalls Street; Thence northwesterly to the intersection of the northeasterly line of Shafter Avenue with the northwesterly line of Ingalls Street; Thence southwesterly to the intersection of the northwesterly line of Ingalls Street with the southwesterly line of Shafter Avenue; Thence southwesterly along the northwesterly line of Ingalls Street to the northeasterly line of Thomas Avenue; Thence northwesterly along the northeasterly line of Thomas Avenue to the southeasterly line of Jennings Street; Thence northwesterly to the intersection of the northeasterly line of Thomas Avenue with the northwesterly line of Jennings Street; Thence southwesterly to the intersection of the northwesterly line of Jennings Street with the southwesterly line of Thomas Avenue; Thence southwesterly along the northwesterly line of Jennings Street to the northeasterly line of Underwood Avenue; Thence southwesterly to the intersection of the northwesterly line of Jennings Street with the southwesterly line of Underwood Avenue; Thence northwesterly along the southwesterly line of Underwood Avenue to the southeasterly line of Keith Street; Thence northwesterly to the intersection of the southwesterly line of Underwood Avenue with the northwesterly line of Keith Street; Thence northwesterly along the southwesterly line of Underwood Avenue to the southwesterly prolongation of the southeasterly line of lot 8, Assessor's Block 5361; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of lot 8 and lot 25, Assessor's Block 5361 to the southwesterly line of Thomas Avenue; Thence northwesterly along the southwesterly line of Thomas Avenue to the southeasterly line of Lane Street; Thence northwesterly to the intersection of the southwesterly line of Thomas Avenue with the northwesterly line of Lane Street; Thence northwesterly along the southwesterly line of Thomas Avenue to the northwesterly line of lot 1, Assessor's Block 5362; Thence northeasterly at a right angle to the southwesterly line of Thomas Avenue to the northeasterly line of Thomas Avenue; Thence northwesterly along the northeasterly line of Thomas Avenue to the southeasterly line of lot 4, Assessor's Block 5359; Thence northeasterly along the southeasterly line of lots 4, 4A and 4B, all Assessor's Block 5359 to the northeasterly line of said lot 4B; Thence northwesterly along the northeasterly line of said lot 4B to the southeasterly line of lot 6, Assessor's Block 5359; Thence northeasterly along the southeasterly line of said lot 6 to the southwesterly line of Shafter Avenue; Thence northwesterly along the southwesterly line of Shafter Avenue to the southwesterly prolongation of the southeasterly line of lot 7, Assessor's Block 5342; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of lot 7, 8 and 9A, Assessor's Block 5342 to the northeasterly line of said lot 9A; Thence northwesterly along the northeasterly line of said lot 9A to the southeasterly line of lot 10, Assessor's Block 5342; Thence northeasterly along the southeasterly line of said lot 10 to the southwesterly line of Revere Avenue; Thence northwesterly along the southwesterly line of Revere Avenue to the southwesterly prolongation of the southeasterly line of lot 7, Assessor's Block 5339; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of lot 7, 7A, 8, 9, 10 and 11, all Assessor's Block 5339 to the southwesterly line of Quesada Avenue; Thence northeasterly to the most southerly corner of lot 28, Assessor's Block 5326, said corner being on the northeasterly line of Quesada Avenue; Thence northeasterly along the southeasterly line of said lot 28 to the northeasterly line of said lot 28; Thence northwesterly along the northeasterly line of said lot 28 to the southeasterly line of lot 11, Assessor's Block 5326; Thence northeasterly along the southeasterly line of lots 11 and 12, Assessor's Block 5326 to the southwesterly line of Palou Avenue; Thence southeasterly along the southwesterly line of Palou Avenue to the northwesterly line of Lane Street; Thence southeasterly to the intersection of the southwesterly line of Palou Avenue with the southeasterly line of Lane

Street; Thence northeasterly along the southeasterly line of Lane Street to the northeasterly line of Newcomb Avenue; Thence southeasterly along the northeasterly line of Newcomb Avenue to the southeasterly line of lot 13, Assessor's Block 5308; Thence northeasterly along the southeasterly line of lots 13 and 13C, Assessor's Block 5308 to the northeasterly line of said lot 13C; Thence northwesterly along the northeasterly line of said lot 13C to the southeasterly line of Lane Street; Thence northwesterly to the most easterly corner of lot 2, Assessor's Block 5307, said corner being on the northwesterly line of Lane Street; Thence northwesterly along the northeasterly line of lot 2 through lot 17C, Assessor's Block 5307 to the southeasterly line of Mendell Street; Thence northeasterly along the southeasterly line of Mendell Street to the southwesterly line of La Salle Avenue; Thence northwesterly to the intersection of the southwesterly line of La Salle Avenue with the northwesterly line of Mendell Street; Thence northeasterly along the northwesterly line of Mendell Street to the most easterly corner of lot 22, Assessor's Block 5259; Thence southeasterly to the most westerly corner of lot 15, Assessor's Block 5258, said corner being on the southeasterly line of Mendell Street; Thence southeasterly along the southwesterly line of lot 15, Assessor's Block 5258 to the southeasterly line of said lot 15; Thence northeasterly along the southeasterly line of said lot 15 to the southwesterly line of Hudson Avenue; Thence northeasterly to the most southerly corner of lot 11, Assessor's Block 5255, said corner being on the northeasterly line of Hudson Avenue; Thence northeasterly along the southeasterly line of lots 11, 11C, 11B and 11A, all Assessor's Block 5255 to the northeasterly line of said lot 11A; Thence northwesterly along the northeasterly line of said lot 11A to the southeasterly line of Mendell Street; Thence northwesterly to the most easterly corner of lot 2, Assessor's Block 5254, said corner being on the northwesterly line of Mendell Street; Thence northwesterly along the northeasterly line of lots 2 and 4, Assessor's Block 5254 to the northwesterly line of said lot 4; Thence southwesterly along the northwesterly line of said lot 4 to the northeasterly line of Hudson Avenue; Thence southwesterly to the most northerly corner lot 1A, Assessor's Block 5259, said corner being on the southwesterly line of Hudson Avenue; Thence southwesterly along the northwesterly line of lots 1A and 3, Assessor's Block 5259 to the northeasterly line of Innes Avenue; Thence northwesterly along the northeasterly line of Innes Avenue to the most southerly corner of lot 9B, Assessor's Block 5259; Thence northeasterly along the southeasterly line of lots 9B, 9A and 9C, Assessor's Block 5259 to the southwesterly line of lot 9D, Assessor's Block 5259; Thence southeasterly along the southwesterly line of said lot 9D to the southeasterly line of said lot 9D; Thence northeasterly along the southeasterly line of lots 9D, 10, 11, 23 and 24, all Assessor's Block 5259 to the southwesterly line of Hudson Avenue; Thence northeasterly at a right angle to the southwesterly line of Hudson Avenue to the northeasterly line of Hudson Avenue; Thence northwesterly along the northeasterly line of Hudson Avenue to the southeasterly line of Newhall Street; Thence southwesterly along the southeasterly line of Newhall Street to the southeasterly line of Third Street; Thence southwesterly along the southeasterly line of Third Street to the southwesterly line of Kirkwood Avenue; Thence northwesterly along the southwesterly line of Kirkwood Avenue to the southwesterly prolongation of the southeasterly line of lot 7, Assessor's Block 5279; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of said lot 7 to the northeasterly line of said lot 7; Thence northwesterly along the northeasterly line of lots 7 through 12, 52, and 15 through 27, all Assessor's Block 5279 to the southeasterly line of Phelps Street; Thence northwesterly at a right angle to the southeasterly line of Phelps Street to the northwesterly line of Phelps Street; Thence northeasterly along the northwesterly line of Phelps Street to the northwesterly prolongation of the southwesterly line of lot 11, Assessor's Block 5235; Thence southeasterly along said northwesterly prolongation and

along the southwesterly line of said lot 11 and its southeasterly prolongation to the southeasterly line of Third Street; Thence northeasterly along the southeasterly line of Third Street to the southwesterly line of Burke Avenue; Thence northeasterly to the intersection of the northeasterly line of Burke Avenue with the easterly line of Third Street; Thence northerly along the easterly line of Third Street to the northwest corner of Assessor's Block 4502A; Thence easterly along the northerly line of Assessor's Block 4502A to its intersection with the mean low-tide line of the San Francisco Bay Shoreline; Thence northerly, westerly, northerly, southeasterly and easterly meandering along said mean low-tide line to its intersection with the easterly line of Illinois Street; Thence northerly along the easterly line of Illinois Street to the southerly line of Marin Street; Thence easterly along the southerly line of Marin Street to the easterly line of Marin Street; Thence northerly along the easterly line of Marin Street to the southeast corner of Assessor's Block 4358; Thence northerly along the easterly line of Assessor's Block 4358 to an angle point therein; Thence easterly along said easterly line of Assessor's Block 4358 to an angle point therein; Thence northerly along said easterly line of Assessor's Block 4358 to the southerly line of Cesar Chavez Street; Thence northerly at a right angle to the southerly line of Cesar Chavez Street to the northerly line of Cesar Chavez Street; Thence westerly along the northerly line of Cesar Chavez Street to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING PARCEL: Beginning at the point of intersection of the southeasterly prolongation of the southwesterly line of Oakdale Avenue with the northeasterly prolongation of the northwesterly line of Industrial Street; Thence southwesterly along said northeasterly prolongation and along the northwesterly line of Industrial Street and its southwesterly prolongation to its intersection with the southerly prolongation of the easterly line of Barneveld Avenue; Thence northerly and northeasterly along said southerly prolongation and along the easterly and southeasterly lines of Barneveld Avenue and its northeasterly prolongation to its point of intersection with the northwesterly prolongation of the southwesterly line of Oakdale Avenue; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of Oakdale Avenue and its southeasterly prolongation to the point of beginning.

Parcel Two

All that real property in the City and County of San Francisco, State of California and described as follows:

Beginning at the point of intersection of the southeasterly line of Earl Street with the northeasterly line of Innes Avenue; Thence northwesterly along said northeasterly line of Innes Avenue to the southeasterly line of Hawes Street; Thence northeasterly along said line of Hawes Street to its intersection with the westerly line of Hunters Point Boulevard; Thence northerly along said line of Hunters Point Boulevard to its intersection with the northeasterly line of Hudson Avenue; Thence northwesterly along said line of Hudson Avenue and along the most northeasterly line of Assessor's Block 4647a to the southeasterly line of Assessor's Block 4624; Thence northeasterly along said southeasterly line of Assessor's Block 4624 to the easterly line of Assessor's Block 4624; Thence northerly along said easterly line to the northeasterly line of Assessor's Block 4624; Thence northwesterly along said northeasterly line to the easterly line of Middle Point Road; Thence continuing northwesterly along the northwesterly prolongation of the northeasterly line of Assessor's Block 4624 to the westerly line of Middle Point Road; Thence continuing northwesterly along the northeasterly line of Lot 9 in Assessor's Block 4624 to an angle point in said Lot 9; Thence northwesterly, westerly, southwesterly and southerly (20 Courses) along the northwesterly line of said Lot 9 to the northeasterly line of Lot 71, Assessor's Block 4700; Thence northwesterly along the northeasterly line of said Lot 71 to the northwesterly line of said Lot 71; Thence southwesterly along the northwesterly line of said Lot 71 to the southwesterly line of said Lot 71; Thence southerly and southeasterly (4 Courses) along the southwesterly line of said Lot 71 to the northwesterly line of Harbor Road; Thence southeasterly along the northeasterly line of Harbor Road to the northwesterly line of Ingalls Street; Thence northeasterly along the northwesterly line of Ingalls Street to the northwesterly prolongation of the southwesterly line of Assessor's Block 4652; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of Assessor's Block 4652 to the southeasterly line of Assessor's Block 4652; Thence northeasterly along the southeasterly line of Assessor's Block 4652 to the southwesterly line of Innes Avenue; Thence southeasterly along the southwesterly line of Innes Avenue to the northwesterly line of Hawes Street; Thence southwesterly, southeasterly and southwesterly (3 Courses) along the northwesterly line of Hawes Street to the most northerly Corner of Lot 39, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said Lot 39 and its southwesterly prolongation to the most northerly Corner of Lot 40, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said Lot 40 to the most easterly Corner of said Lot 40; Thence southwesterly to the northwest Corner of Lot 41, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said Lot 41 and its southwesterly prolongation to the most southerly Corner of Lot 79, Assessor's Block 4700; Thence northwesterly and northerly along the southerly line of said Lot 79 to the southeasterly line of Ingalls Street; Thence southwesterly along the southeasterly line of Ingalls Street to the southwesterly line of Assessor's Block 4700; Thence southeasterly along the southwesterly line of Assessor's Block 4700 (3 Courses) to the most westerly Corner of Lot 52, Assessor's Block 4700; Thence southeasterly along the southwesterly line of said Lot 52 to an angle point Therein; Thence northeasterly along the southwesterly line of said Lot 52 to an angle point Therein; Thence southeasterly along the southwesterly line of said Lot 52 to the southeasterly line of said Lot 52; Thence northeasterly along the southeasterly line of said Lot 52 to the southwesterly line of

Kirkwood Avenue; Thence southeasterly along the southwesterly line of Kirkwood Avenue to the northwesterly line of Earl Street; Thence southwesterly (5 Courses) along the northwesterly line of Earl Street to the northwesterly line of Assessor's Block 4591b; Thence southwesterly along the northwesterly line of Assessor's Block 4591b to the southwesterly line of Assessor's Block 4591b; Thence southeasterly along the southwesterly line of Assessor's Block 4591b to the southeasterly line of Assessor's Block 4591b; Thence northeasterly along the southeasterly line of Assessor's Block 4591b and along the southeasterly line of Donahue Street to an angle point in the southeasterly Boundary line of the "Inchon Village" Condominium Project (17 Cm 112-130); Thence northwesterly along said southeasterly Boundary line to the southeasterly line of Assessor's Block 4591b; Thence northeasterly along the southeasterly line of Assessor's Block 4591b and its northeasterly prolongation to the southwesterly Boundary line of the "Morgan Heights" Condominium Project (29 Cm 94-101); Thence northeasterly along the southeasterly Boundary line of said "Morgan Heights" Condominium Project to the northeasterly Boundary line of said "Morgan Heights" Condominium Project; Thence northwesterly along said northeasterly Boundary line to the southeasterly line of Earl Street; Thence northeasterly along said southeasterly line of Earl Street to the point of beginning.

Project Area A (described in Attachment A) contains 137 acres. Project Area B contains 1,361.5 acres and is comprised of Parcel One, that contains 1,267.3 acres, and Parcel Two, that contains 94.2 acres. Total computed acreage for Project Area A and Project Area B contains 1,498.5 acres more or less.

ATTACHMENT C: Authorized Public Improvements

- Public open spaces including parks, plazas, habitat restoration, sports facilities and playgrounds
- Facilities in parks such as tables, waste receptacles, signage, landscaping, market stalls and maintenance facilities;
- Public roadways and other walkways, roadways, lanes, and connectors
- Medians, curbs, bulb-outs, and gutters
- Sidewalks, street trees, landscaping, and street furnishings
- Street, sidewalk, and park lighting
- Traffic signals, control centers, street signage, and pavement striping
- Parking meters
- Potable water distribution and fire suppression facilities
- Reclaimed water facilities and irrigation distribution
- Sanitary sewer facilities and pump stations
- Storm drains, storm water sewer, treatment and conveyance facilities
- Natural gas, electric, telephone and telecommunication facilities
- Utilities and utility relocation
- MUNI light rail/bus/transit facilities, cantenary wires, communication facilities, transit stops and markings, poles, eyebolts, and substations as needed and related improvements
- Community centers and library facilities
- Public health centers and clinics
- Bridges, trails, and staircases
- Seawall upgrades, piers, railings, boating facilities and other shoreline improvements
- Retaining walls and permanent grading
- Public art installations and interpretive signage
- Improvements to existing roadways, streetscapes and utilities
- Improvements to historic buildings
- Erosion control features
- School facilities
- Off-site transportation improvements outside the Project Area including Harney Way right-of-way, Geneva Avenue Bus Rapid Transit facilities, Palou Avenue, the Highway 101/Harney/Geneva freeway interchange, and the signalization of the Pennsylvania/25th ramps.
- Off-site improvements to the football stadium pad and related infrastructure on Hunters Point Shipyard.
- Additional temporary, interim and/or permanent facilities and improvements to the foregoing

ATTACHMENT D: List of Blocks and Lots Within Zone 1 of Project Area B

(as of the effective date of the 2010 Plan Amendment Date)

Assessor's Blocks and Lots:

Block: 4884, all lots;
Block: 4917, all lots;
Block: 4918, all lots;
Block: 4934, all lots;
Block: 4935, all lots;
Block: 4956, Lots 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014;
Block: 4960, Lot 027,
Block 4977, Lot: 006;
Block: 4983, all lots,
Block: 4984, all lots;
Block: 4886, all lots;
~~Block: 4991, Lot: 276;~~
Block: 5000, Lot: 001;
Block: 5005, all lots.

ATTACHMENT E: Planning Code Section 314

SEC. 314. - CHILD-CARE REQUIREMENTS FOR OFFICE AND HOTEL DEVELOPMENT PROJECTS.

When the words "this Section" appear in Sections 314.1 through 314.8, they shall be construed to mean "Sections 314.1 through 314.8."

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.1. - DEFINITIONS.

The following definitions shall govern interpretation of this Section:

- (a) "Child-care facility" shall mean a child day-care facility as defined in California Health and Safety Code Section 1596.750.
- (b) "Child care provider" shall mean a provider as defined in California Health and Safety Code Section 1596.791.
- (c) "Commission" shall mean the City Planning Commission.
- (d) "DBI" shall mean the Department of Building Inspection.
- (e) "Department" shall mean the Department of City Planning.
- (f) "First certificate of occupancy" shall mean either a temporary certificate of occupancy or a Certificate of Final Completion and Occupancy, as defined in San Francisco Building Code Section 109, whichever is issued first.
- (g) "Hotel" shall mean a building containing six or more guest rooms as defined in San Francisco Housing Code Section 401 intended or designed to be used, or which are used, rented, or hired out to be occupied, or which are occupied for sleeping purposes and dwelling purposes by guests, whether rent is paid in money, goods, or services, including motels as defined in San Francisco Housing Code Section 401.
- (h) "Hotel use" shall mean space within a structure or portion thereof intended or primarily suitable for the operation of a hotel, including all office and other uses accessory to the renting of guest rooms, but excluding retail uses and office uses not accessory to the hotel use.
- (i) "Household of low income" shall mean a household composed of one or more persons with a combined annual net income for all adult members which does not exceed the qualifying limit for a lower-income family of a size equivalent to the number of persons residing in such household, as set forth for the County of San Francisco in California Administrative Code Section 6932.

(j) "Household of moderate income" shall mean a household composed of one or more persons with a combined annual net income for all adult members which does not exceed the qualifying limit for a median-income family of a size equivalent to the number of persons residing in such household, as set forth for the County of San Francisco in California Administrative Code Section 6932.

(k) "Licensed child-care facility" shall mean a child-care facility which has been issued a valid license by the California Department of Social Services pursuant to California Health and Safety Code Sections 1596.80—1596.875, 1596.95—1597.09, or 1597.30—1597.61.

(l) "Net addition of gross square feet of hotel space" shall mean gross floor area as defined in Planning Code Section 102.9 to be occupied by, or primarily serving, hotel use, less the gross floor area in any structure demolished or rehabilitated as part of the proposed hotel development project space used primarily and continuously for office or hotel use and not accessory to any use other than office or hotel use for five years prior to Planning Commission approval of the hotel development project subject to this Section, or for the life of the structure demolished or rehabilitated, whichever is shorter.

(m) "Net addition of gross square feet of office space" shall mean gross floor area as defined in Planning Code Section 102.9 to be occupied by, or primarily serving, office use, less the gross floor area in any structure demolished or rehabilitated as part of the proposed office development project space used primarily and continuously for office or hotel use and not accessory to any use other than office or hotel use for five years prior to Planning Commission approval of the office development project subject to this Section, or for the life of the structure demolished or rehabilitated, whichever is shorter.

(n) "Nonprofit child-care provider" shall mean a child-care provider that is an organization organized and operated for nonprofit purposes within the provisions of California Revenue and Taxation Code Sections 23701—23710, inclusive, as demonstrated by a written determination from the California Franchise Tax Board exempting the organization from taxes under Revenue and Taxation Code Section 23701.

(o) "Nonprofit organization" shall mean an organization organized and operated for nonprofit purposes within the provisions of California Revenue and Taxation Code Sections 23701—23710, inclusive, as demonstrated by a written determination from the California Franchise Tax Board exempting the organization from taxes under Revenue and Taxation Code Section 23701.

(p) "Office development project" shall mean any new construction, addition, extension, conversion or enlargement, or combination thereof, of an existing structure which includes any gross square feet of office space.

(q) "Office use" shall mean space within a structure or portion thereof intended or primarily suitable for occupancy by persons or entities which perform, provide for their own benefit, or provide to others at that location services including, but not limited to, the following: Professional, banking, insurance, management, consulting, technical, sales and design, or the office functions of manufacturing and warehousing businesses, but excluding retail uses; repair; any business characterized by the physical transfer of tangible goods to customers on the premises; wholesale shipping, receiving and storage; design showcases or any other space intended and primarily suitable for display of goods; and child-care facilities. This definition shall include all uses encompassed within the meaning of Planning Code Section 219.

(r) "Retail use" shall mean space within any structure or portion thereof intended or primarily suitable for occupancy by persons or entities which supply commodities to customers on the premises including, but not limited to, stores, shops, restaurants, bars, eating and drinking businesses, and the uses defined in Planning Code Sections 218 and 220 through 225, and also including all space accessory to such retail use.

(s) "Sponsor" shall mean an applicant seeking approval for construction of an office or hotel development project subject to this Section and such applicant's successors and assigns.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86; Ord. 22-00, File No. 991877, App. 2/18/2000; Ord. 76-03, File No. 020592, App. 5/2/2003)

SEC. 314.2. - FINDINGS.

The Board hereby finds and declares as follows:

Large-scale office and hotel developments in the City and County of San Francisco (hereinafter "City") have attracted and continue to attract additional employees to the City, and there is a causal connection between such developments and the need for additional child-care facilities in the City, particularly child-care facilities affordable to households of low and moderate income.

Office and hotel uses in the City are benefitted by the availability of child care for persons employed in such offices and hotels close to their place of employment. However, the supply of child care in the City has not kept pace with the demand for child care created by these new employees. Due to this shortage of child care, employers will have difficulty in securing a labor force, and employees unable to find accessible and affordable quality child care will be forced either to work where such services are available outside of San Francisco, or leave the work force entirely, in some cases seeking public assistance to support their children. In either case, there will be a detrimental effect on San Francisco's economy and its quality of life.

Projections from the EIR for the Downtown Plan indicate that between 1984 and 2000 there will be a significant increase of nearly 100,000 jobs in the C-3 District under the

Downtown Plan. Most of that employment growth will occur in office and hotel work, which consist of a predominantly female work force.

According to the survey conducted of C-3 District workers in 1981, 65 percent of the work force was between the ages of 25—44. These are the prime childbearing years for women, and the prime fathering years for men. The survey also indicated that only 12 percent of the C-3 District jobs were part-time, leaving up to 88 percent of the positions occupied by full-time workers. All of these factors point to the inevitable increase in the number of working parents in the C-3 District and the concomitant increase in need for accessible, quality child-care.

Presently, there exists a scarcity of child care in the C-3 District and citywide for all income groups, but the scarcity is more acutely felt by households of low and moderate income. Hearings held on April 25, 1985 before the Human Services Committee of the San Francisco Board of Supervisors documented the scarcity of child care available in the C-3 District, the impediments to child-care program startup and expansion, the increase in the numbers of children needing care, and the acute shortage of supply throughout the Bay Area. The Board of Supervisors also takes legislative notice of the existing and projected shortage of child-care services in the City as documented by the Child-Care Information Kit prepared by the California Child-Care Resources and Referral Network located in San Francisco.

The scarcity of child care in the City is due in great part to large office and hotel development, both within the C-3 District and elsewhere in the City, which has attracted and will continue to attract additional employees and residents to the City. Some of the employees attracted to large office and hotel developments are competing with present residents for the few openings in child-care programs available in the City. Competition for child care generates the greatest pressure on households of low and moderate income. At the same time that large office and hotel development is generating an increased demand for child care, it is improbable that factors inhibiting increased supply of child care will be mitigated by the marketplace; hence, the supply of child care will become increasingly scarce.

The Master Plan encourages "continued growth of prime downtown office activities so long as undesirable consequences of such growth can be avoided" and requires that there be the provision of "adequate amenities for those who live, work and use downtown." In light of these provisions, the City should impose requirements on developers of office and hotel projects designed to mitigate the adverse effects of the expanded employment facilitated by such projects. To that end, the City Planning Commission is authorized to promote affirmatively the policies of the San Francisco Master Plan through the imposition of special child-care development or assessment requirements. It is desirable to impose the costs of the increased burden of providing child care necessitated by such office and hotel development projects directly upon the sponsors of new development generating the need. This is to be done through a requirement that the sponsor construct child-care facilities or pay a fee into a fund used to foster the expansion of and to ease access to affordable child care as a condition of the privilege of development.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.3. - APPLICATION.

(a) This Section shall apply to office and hotel development projects proposing the net addition of 50,000 or more gross square feet of office or hotel space.

(b) This Section shall not apply to:

(1) Any development project other than an office or hotel development project, including that portion of an office or hotel development project consisting of a retail use;

(2) That portion of an office or hotel development project located on property owned by the United States or any of its agencies;

(3) That portion of an office or hotel development project located on property owned by the State of California or any of its agencies, with the exception of such property not used exclusively for a governmental purpose;

(4) That portion of an office or hotel development project located on property under the jurisdiction of the Port of San Francisco or the San Francisco Redevelopment Agency where the application of this Section is prohibited by State or local law; and

(5) Any office or hotel development project approved by the Planning Commission prior to the effective date of this Section.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.4. - IMPOSITION OF CHILD CARE REQUIREMENT.

(a) (1) The Department or the Commission shall impose conditions on the approval of building or site permit applications for office or hotel development projects covered by this Section in order to mitigate the impact on the availability of child-care facilities which will be caused by the employees attracted to the proposed development project. The conditions shall require that the sponsor construct or provide a child-care facility on or near the site of the development project, either singly or in conjunction with the sponsors of other office or hotel development projects, or arrange with a nonprofit organization to provide a child-care facility at a location within the City, or pay an in-lieu fee to the City Treasurer which shall thereafter be used exclusively to foster the expansion of and ease access to child-care facilities affordable to households of low or moderate income.

(2) Prior to either the Department's or the Commission's approval of a building or site permit for a development project subject to this Section, the Department shall issue a notice complying with Planning Code Section 306.3 setting forth its initial

determination of the net addition of gross square feet of office or hotel space subject to this Section.

(3) Any person may appeal the initial determination by delivering an appeal in writing to the Department within 15 days of such notice. If the initial determination is not appealed within the time allotted, the initial determination shall become a final determination. If the initial determination is appealed, the Commission shall schedule a public hearing prior to the approval of the development project by the Commission or the Department to determine the net addition of gross square feet of office or hotel space subject to this Section. The public hearing may be scheduled separately or simultaneously with a hearing under City Planning Code Sections 139, 306.2, 309(h), 313.4, 315.3 or a Discretionary Review hearing under San Francisco Business and Tax Regulations Code Section 26. The Commission shall make a final determination of the net addition of gross square feet at the hearing.

(4) The final determination of the net addition of gross square feet of office or hotel space subject to this Section shall be set forth in the conditions of approval relating to the child-care requirement in any building or site permit application approved by the Department or the Commission. The Department shall notify the Treasurer of the final determination of the net addition of gross square feet of office or hotel space subject to this ordinance within 30 days of the date of the final determination. The Department shall notify the Treasurer and DBI that the development project is subject to this Section prior to the time the Department or the Commission approves the permit application.

(b) (1) The sponsor of a development project subject to this (1) Section may elect to provide a child-care facility on the premises of the development project for the life of the project to meet the requirements of this Section. The sponsor shall, prior to the issuance of the first certificate of occupancy by DBI for the development project, provide proof to the Treasurer and the Department that:

(A) A space on the premises of the development project has been provided to a nonprofit child-care provider without charge for rent, utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Net add. gross sq. ft. off. or hotel space</i>	<i>X .01 =</i>	<i>sq. ft. of child-care facility</i>
---	----------------	---------------------------------------

In the event that the net addition of gross square feet of office or hotel of the development project is less than 300,000 square feet, the child-care facility may have a minimum gross floor area of 2,000 square feet or the area determined according to the above formula, whichever is greater; and

(D) A notice of special restriction has been recorded stating that the development project is subject to this Section and is in compliance herewith by providing a child-care facility on the premises.

(2) The sponsor of a development project subject to this Section in conjunction with the sponsors of one or more other development projects subject to this Section located within ½ mile of one another may elect to provide a single child-care facility on the premises of one of their development projects for the life of the project to meet the requirements of this Section. The sponsors shall, prior to the issuance of the first certificate of occupancy by DBI for any one of the development projects complying with this part, provide proof to the Treasurer and the Planning Department that:

(A) A space on the premises of one of their development projects has been provided to a nonprofit child-care provider without charge for rent, utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor in whose project the facility will be located and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Combined net add. gross sq. ft. office or hotel space of all participating dev. projects</i>	<i>X .01</i> =	<i>sq. ft. of child-care facility</i>
---	-------------------	---------------------------------------

In the event that the net addition of gross square feet of office or hotel space of all participating projects is less than 300,000 square feet, the child-care facility may have a minimum gross floor area of 2,000 square feet or the area determined according to the above formula, whichever is greater; and

(D) A written agreement binding each of the participating project sponsors guaranteeing that the child-care facility will be provided for the life of the development project in which it is located, or for as long as there is a demonstrated demand, as determined under Subsection (h) of this Section 314.4, has been executed and recorded in the chain of title of each participating building.

(3) The sponsor of a development project subject to this Section, either singly or in conjunction with the sponsors of one or more other development projects subject to this Section located within ½ mile of one another, may elect to provide a single child-care facility to be located within one mile of the development project(s) to meet the requirements of this Section. Subject to the discretion of the Department, the child-care facility shall be located so that it is reasonably accessible to public transportation or transportation provided by the sponsor(s). The sponsor(s) shall, prior to the issuance of the first certificate of occupancy by DBI for any development project complying with this part, provide proof to the Treasurer and the Planning Department that:

(A) A space has been provided to a nonprofit child-care provider without charge for rent, utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease or sublease and an operating agreement between the sponsor(s) and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Combined net add. gross sq. ft. office or hotel space of all participating dev. projects</i>	<i>x .01 =</i>	<i>sq. ft. of child-care facility</i>
--	---------------------------	--

In the event that the net addition of gross square feet of office or hotel space of all participating projects is less than 300,000 square feet, the child-care facility may have a minimum gross floor area of 2,000 square feet or the area determined according to the above formula, whichever is greater; and

(D) A written agreement binding each of the participating project sponsors, with a term of 20 years from the date of issuance of the first certificate of occupancy for any development project complying with this part, guaranteeing that a child-care facility will be leased or subleased to one or more nonprofit child-care providers for as long as there is a demonstrated demand under Subsection (h) of this Section 314.4 has been executed and recorded in the chain of title of each participating building.

(4) The sponsor of a development project subject to this Section may elect to pay a fee in lieu of providing a child-care facility. The fee shall be computed as follows:

<i>Net add. gross sq. ft. office or hotel space</i>	<i>X \$1.00 = Total Fee</i>
--	------------------------------------

Upon payment of the fee in full to the Treasurer and upon request of the sponsor, the Treasurer shall issue a certification that the fee has been paid. The sponsor shall present such certification to the Department prior to the issuance by DBI of the first certificate of occupancy for the development project.

(5) The sponsor of a development project subject to this Section may elect to satisfy its child-care requirement by combining payment of an in-lieu fee to the Child Care Capital Fund with construction of a child-care facility on the premises or providing child-care facilities near the premises, either singly or in conjunction with other sponsors. The child-care facility to be constructed on-site or provided near-site under this election shall be subject to all of the requirements of whichever of Parts (b)(1), (2) and (3) of this Section 314.4 is applicable, and shall have a minimum floor area of 3,000 gross square feet. If the net addition of gross square feet of office or hotel space of all participating projects is less than 300,000 square feet, the minimum gross floor area of the facility shall be 2,000 square feet. The in-lieu fee to be paid under this election shall be subject to all of the requirements of Part (b)(4) of this Section 314.4 and shall be determined by the Commission according to the following formula:

<i>Net. add. gross sq. ft. space - subject project</i>	<i>/</i>	<i>Net. add. gross sq. ft. space <u>subject project</u> Net. add. gross sq. ft. space all participating projects</i>	<i>X</i>	<i>Sq. ft. child- care facility</i>	<i>X100</i>	<i>X\$1.00</i>	<i>/</i>	<i>=</i>	<i>Total Fee for Subject Project</i>
--	----------	--	----------	---	-------------	----------------	----------	----------	--

(6) The sponsor of a development project subject to this Section may elect to satisfy its child-care requirement by entering into an arrangement pursuant to which a nonprofit organization will provide a child-care facility at a site within the City. The sponsor shall, prior to the issuance of the first certificate of occupancy by the Director of the Department of Building Inspection for the development project, provide proof to the Director of Planning that:

(A) A space for a child-care facility has been provided by the nonprofit organization, either for its own use if the organization will provide child-care services, or to a nonprofit child-care provider without charge for rent, utilities, property taxes, building services, repairs, or any other charges of any nature, as evidenced by a lease or sublease and an operating agreement between the nonprofit organization and the provider with minimum terms of three years;

(B) The child-care facility is a licensed child-care facility;

(C) The child-care facility has a minimum gross floor area of 3,000 square feet or an area determined according to the following formula, whichever is greater:

<i>Net add. gross sq. ft. office or hotel space</i>	<i>X .01 =</i>	<i>sq. ft. of child- care facility</i>
---	----------------	--

In the event that the net addition of gross square feet of office or hotel space is less than 300,000 square feet, the child-care facility may have a minimum gross floor of 2,000 square feet or the area determined according to the above formula, whichever is greater;

(D) The nonprofit organization has executed and recorded a binding written agreement, with a term of 20 years from the date of issuance of the first certificate of occupancy for the development project, pursuant to which the nonprofit organization guarantees that it will operate a child-care facility or it will lease or sublease a child-care facility to one or more nonprofit child-care providers for as long as there is a demonstrated need under Subsection (h) of this Section 314.4, and that it will comply with all of the requirements imposed on the nonprofit organization under this Paragraph (b)(6) and imposed on a sponsor under Subsections (g), (h) and (i) of Section 314.4.

(E) To support the provision of a child-care facility in accordance with the foregoing requirements, the sponsor has paid to the nonprofit organization a sum which equals or exceeds the amount of the in-lieu fee which would have been applicable to the project under Section 314.4(b)(4).

(F) The Department of Children, Youth and Their Families has determined that the proposed child-care facility will help meet the needs identified in the San Francisco Child Care Needs Assessment and will be consistent with the City Wide Child Care Plan; provided, however, that this Paragraph (F) shall not apply to any office or hotel development project approved by the Planning Commission prior to December 31, 1999.

Upon compliance with the requirements of this Part, the nonprofit organization shall enjoy all of the rights and be subject to all of the obligations of the sponsor, and the sponsor shall have no further rights or obligations under this Section.

(c) The Director of the Department of Building Inspections shall provide notice in writing to the Director of Planning at least five business days prior to issuing the first certificate of occupancy for any development project subject to this Section. If the Director of Planning notifies the Director of the Department of Building Inspections within such time that the sponsor has not complied with the provisions of this Section, the Director of the Department of Building Inspections shall deny any and all certificates of occupancy. If the Director of Planning notifies the Director of the Department of Building Inspections that the sponsor has complied with this Section or fails to respond within five business days, a certificate of occupancy shall not be disapproved pursuant to this Section. Any failure of the Director of the Department of Building Inspections or the Director of Planning to give any notice under this Subsection shall not relieve a sponsor from compliance with this Section.

(d) In the event that the Department or the Commission takes action affecting any development project subject to this Section and such action is thereafter modified, superseded, vacated, or reversed by the Department or the Commission, Board of Appeals,

the Board of Supervisors, or by court action, the permit application for such office development project shall be remanded to the Department or Commission within 60 days following the date on which such action is final to determine whether the proposed project has been changed in a manner which affects the area of the child-care facility or the amount of the in-lieu fee to be provided under this Section 314.4 and, if so, the Department or the Commission shall revise the child-care requirement imposed on the permit application in compliance with this Section, and shall promptly notify the Treasurer and DBI of that revision.

(e) The sponsor shall supply all information to the Treasurer, the Department, and the Commission necessary to make a determination as to the applicability of this Section and the number of gross square feet of office or hotel space subject to this Section.

(f) Within nine months of the effective date of this Section, the Commission shall, after public notice and a hearing pursuant to Charter Section 4.104, adopt rules and regulations by which compliance with this Subsection shall be determined.

(g) In the event that a sponsor elects to satisfy its child-care requirement under Section 314(b)(1), (2), (3) or (5) by providing an on-site or near-site child-care facility, the sponsor shall submit a report to the Department in January of each year for the life of the child-care facility. The report shall have attached thereto a copy of the license issued by the California Department of Social Services permitting operation of the child-care facility, and shall state:

- (1) The address of the child-care facility;
- (2) The name and address of the child-care provider operating the facility;
- (3) The size of the center in terms of floor area;
- (4) The capacity of the child-care facility in terms of the maximum number of children for which the facility is authorized to care under the license;
- (5) The number and ages of children cared for at the facility during the previous year; and
- (6) The fees charged parents for use of the facility during the previous year.

(h) In the event that a sponsor elects to satisfy its child-care requirement under Paragraphs 314.4 (b)(1), (2), (3) or (5) by providing an on-site or near-site child-care facility, or under Paragraph 314.4(b)(6) by agreement with a non-profit organization, the sponsor, or in the case of a facility created pursuant to Paragraph 314.4(b)(6) the non-profit organization, may apply to the Department to eliminate the facility or to reduce the floor area of the facility in any amount, providing, however, that the gross floor area of a reduced facility is at least 2,000 square feet. The Department shall schedule a public hearing on any such application before the Commission and provide notice pursuant to City Planning Code Section 306.3(a) at least two months prior to the hearing. The application may be granted only where the sponsor has demonstrated that there is insufficient demand for the amount of floor area then devoted to the on-site or near-site child-care facility. The actual reduction in floor area or elimination of the child-care facility shall not be permitted in any case until

six months after the application is granted. Such application may be made only five years or more after the issuance of the first certificate of occupancy for the project. Prior to the reduction in floor area or elimination of the child care facility, the sponsor shall pay an in-lieu fee to the City's Treasurer to be computed as follows:

(20 - No. of years since issuance of first <u>certificate of occupancy</u>) 20	X	Net reduction gross sq. ft. child-care facility	= \$100 X	Total Fee
---	----------	--	------------------	----------------------

Upon payment of the fee in full to the Treasurer and upon request of the sponsor, the Treasurer shall issue a certification that the fee has been paid. The sponsor shall present such certification to the Director prior to the reduction in the floor area or elimination of the child care facility.

(i) The child care provider operating any child care facility pursuant to Sections 314.4(b)(1), (2), (3) or (5) shall reserve at least 10 percent of the maximum capacity of the child care facility as determined by the license for the facility issued by the California Department of Social Services to be affordable to children of households of low income. The Department shall adopt rules and regulations to determine the rates to be charged to such households at the same time and following the procedures for the adoption of rules and regulations under Section 314.5.

(j) The fee required by this ordinance is due and payable to the Treasurer prior to issuance of the first certificate of occupancy for the office development project. Except in the case of a reduction in space of the child care facility pursuant to Subsection (h), if the fee remains unpaid following issuance of the certificate, any amount due shall accrue interest at the rate of one and one-half percent per month, or fraction thereof, from the date of issuance of the certificate until the date of final payment. Where the amount due is as a result of a reduction in space of the child care facility pursuant to subsection (h), such interest shall accrue from the date on which the available space is reduced until the date of final payment.

(k) In the event that a development project for which an in-lieu fee imposed under this Section has been fully paid is demolished or converted to a use or uses not subject to this ordinance prior to the expiration of its estimated useful life, the City shall refund to the sponsor a portion of the amount of an in-lieu fee paid. The portion of the fee refunded shall be determined on a pro rata basis according to the ratio of the remaining useful life of the project at the time of demolition or conversion in relation to its total useful life. For purposes of this ordinance, the useful life of a development project shall be 50 years.

(l) A sponsor's failure to pay the fee imposed pursuant to (1) this Section shall constitute cause for the City to record a lien against the development project in the sum of the in-lieu fee required under this ordinance, as adjusted under this Section.

(2) If, for any reason, the fee imposed pursuant to this ordinance remains unpaid following issuance of the certificate, the Treasurer shall initiate proceedings in accordance with the procedures set forth in Article XX of

Chapter 10, of the San Francisco Administrative Code to make the entire unpaid balance of the fee, including interest, a lien against all parcels used for the development project. The Treasurer shall send all notices required by that Article to the owner of the property as well as the sponsor. The Treasurer shall also prepare a preliminary report notifying the sponsor of a hearing to confirm such report by the Board of Supervisors at least 10 days before the date of the hearing. The report to the sponsor shall contain the sponsor's name, a description of the sponsor's development project, a description of the parcels of real property to be encumbered as set forth in the Assessor's Map Books for the current year, a description of the alleged violation of this ordinance, and shall fix a time, date, and place for hearing. The Treasurer shall cause this report to be mailed to the sponsor and each owner of record of the parcels of real property subject to lien. Except for the release of lien recording fee authorized by Administrative Code Section 10.237, all sums collected by the Tax Collector pursuant to this ordinance shall be held in trust by the Treasurer and deposited in the Child Care Capital Fund established in Section 314.5.

(3) Any notice required to be given to a sponsor or owner shall be sufficiently given or served upon the sponsor or owner for all purposes hereunder if personally served upon the sponsor or owner or if deposited, postage prepaid, in a post office letterbox addressed in the name of the sponsor or owner at the official address of the sponsor or owner maintained by the Tax Collector for the mailing of tax bills or, if no such address is available, to the sponsor at the address of the development project, and to the applicant for the site or building permit at the address on the permit application.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86; Ord. 409-87, App. 10/9/87; Ord. 22-00, File No. 991877, App. 2/18/2000; Ord. 76-03, File No. 020592, App. 5/2/2003)

SEC. 314.5. - CHILD CARE CAPITAL FUND.

There is hereby established a separate fund set aside for a special purpose called the Child Care Capital Fund ("Fund"). All monies contributed pursuant to the provisions of this Section, and all other monies from the City's General Fund or from contributions from third parties designated for the fund shall be deposited in the fund. For a period of three years from the date of final adoption of this ordinance, no more than 25 percent of the money deposited in the fund shall be paid to providers operating child care facilities subject to Sections 314.4(b)(1), (2), (3) and (5) to reduce the cost of providing affordable child care services to children from households of low income as required in Section 314.4(i). The remaining monies deposited in the fund during such three-year period, and all monies in the fund following expiration of such three-year period, shall be used solely to increase and/or improve the supply of child care facilities affordable to households of low and moderate income; except that monies from the fund shall be used by the Director to

fund in a timely manner a nexus study to demonstrate the relationship between commercial development projects and child care demand as described in San Francisco Planning Code Section 314.4. In the event that no child care facility is in operation under Sections 314.4(b)(1), (2), (3) or (5) during such three-year period, the maximum of 25 percent of the fund reserved for households of low income shall be spent solely to increase and/or improve the supply of child care facilities affordable to households of low and moderate income. The fund shall be administered by the Director, who shall adopt rules and regulations governing the disposition of the fund which are consistent with this Section. Such rules and regulations shall be subject to approval by resolution of the Board of Supervisors.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86; Ord. 409-87, App. 10/9/87; Ord. 263-98, App. 8/21/98; Ord. 76-03, File No. 020592, App. 5/2/2003)

SEC. 314.6. - PARTIAL INVALIDITY AND SEVERABILITY.

If any provision of this Section, or its application to any development project or to any geographical area of the City, is held invalid, the remainder of the Section, or the application of such provision to other office or hotel development projects or to any other geographical areas of the City, shall not be affected thereby.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.7. - ANNUAL EVALUATION.

Commencing one year after the effective date of this Section and each year thereafter, the Director shall report to the Commission at a public hearing and to the Planning, Housing and Development Committee of the Board of Supervisors at a separate public hearing, on the status of compliance with this Section and the efficacy of this Section in mitigating the City's shortage of child care facilities generated by the office and hotel development projects subject to this Section. Five years after the effective date of this Section, the Commission shall review the formulae set forth in Section 314.4. In such report, the Director shall recommend any changes in the formulae.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

SEC. 314.8. - DECREASE IN CHILD CARE FORMULAE AFTER STUDY.

If the Commission determines after review of an empirical study that the formulae set forth in Section 314.4 impose a greater requirement for child care facilities than is necessary to provide child care for the number of employees attracted to office and hotel development projects subject to this Section, the Commission shall, within three years of making such determination, refund that portion of any fee paid or permit a reduction of the space dedicated for child care by a sponsor consistent with the conclusions of such study.

The Commission shall adjust any sponsor's requirement and the formulae set forth in Section 314.4 so that the amount of the exaction is set at the level necessary to provide child care for the employees attracted to office and hotel development projects subject to this Section.

(Added by Ord. 411-85, App. 9/6/85; amended by Ord. 441-86, App. 11/13/86)

ATTACHMENT F: Planning Code Section 295

SEC. 295 ~~==~~ HEIGHT RESTRICTIONS ON STRUCTURES SHADOWING PROPERTY UNDER THE JURISDICTION OF THE RECREATION AND PARK COMMISSION.

(a) No building permit authorizing the construction of any structure that will cast any shade or shadow upon any property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission may be issued except upon prior action of the City Planning Commission pursuant to the provisions of this Section; provided, however, that the provisions of this Section shall not apply to building permits authorizing:

(1) Structures which do not exceed 40 feet in height;

(2) Structures which cast a shade or shadow upon property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission only during the first hour after sunrise and/or the last hour before sunset;

(3) Structures to be constructed on property under the jurisdiction of the Recreation and Park Commission for recreational and park-related purposes;

(4) Structures of the same height and in the same location as structures in place on June 6, 1984;

(5) Projects for which a building permit application has been filed and either (i) a public hearing has been held prior to March 5, 1984 on a draft environmental impact report published by the Department of City Planning, or (ii) a Negative Declaration has been published by the Department of City Planning prior to July 3, 1984;

(6) Projects for which a building permit application and an application for environmental evaluation have been filed prior to March 5, 1984 and which involve physical integration of new construction with rehabilitation of a building designated as historic either by the San Francisco Board of Supervisors as a historical landmark or by the State Historic Preservation Officer as a State Historic Landmark, or placed by the United States Department of the Interior on the National Register of Historic Places and which are located on sites that, but for separation by a street or alley, are adjacent to such historic building.

(b) The City Planning Commission shall conduct a hearing and shall disapprove the issuance of any building permit governed by the provisions of this Section if it finds that the proposed project will have any adverse impact on the use of the property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission because of the shading or shadowing that it will cause, unless it is determined that the impact would be insignificant. The City Planning Commission shall not make the determination required by the provisions of this Subsection until the general manager of the Recreation and Park Department in consultation with the Recreation and Park

Commission has had an opportunity to review and comment to the City Planning Commission upon the proposed project.

(c) The City Planning Commission and the Recreation and Park Commission, after a joint meeting, shall adopt criteria for the implementation of the provisions of this Section.

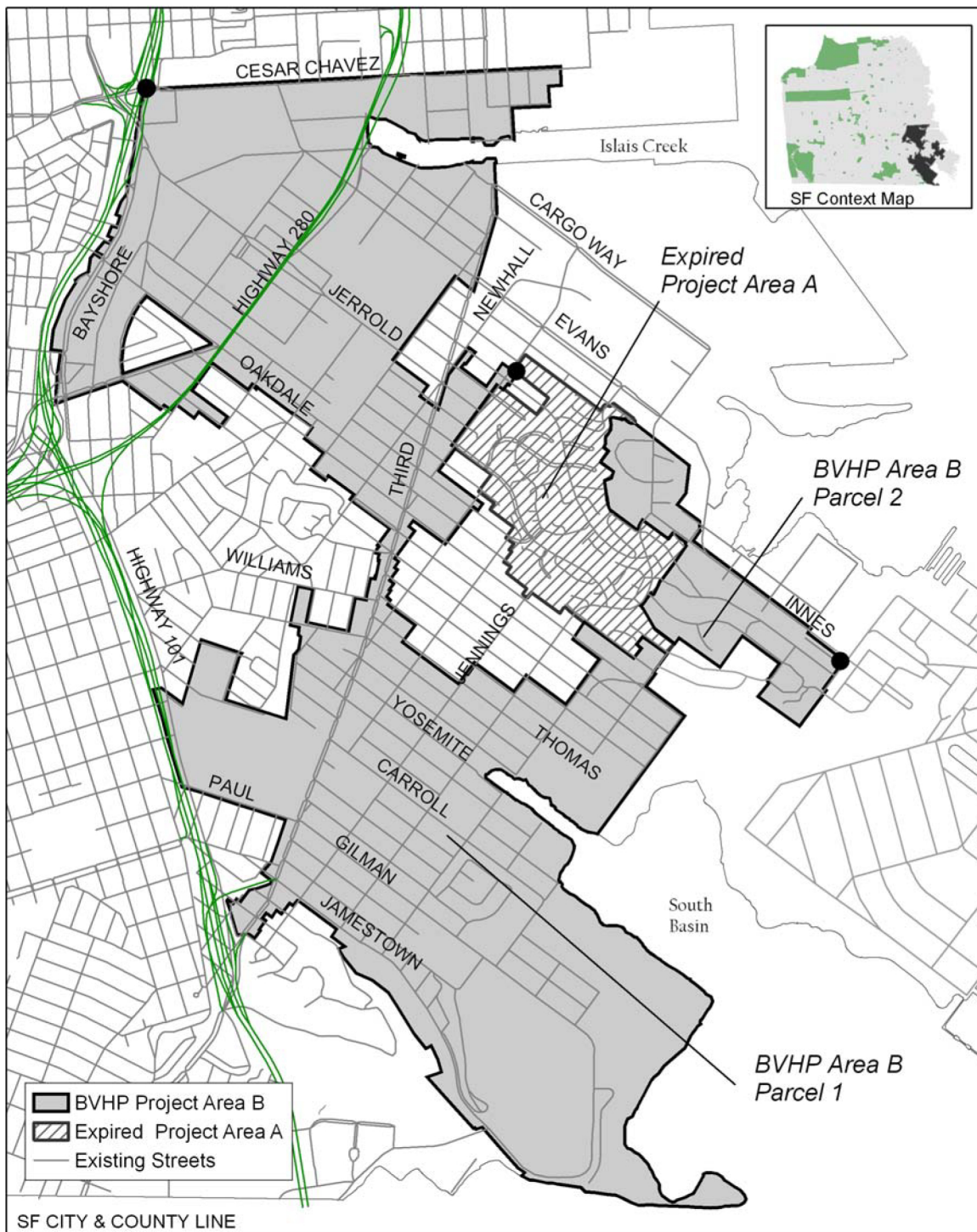
(d) The Zoning Administrator shall determine which applications for building permits propose structures which will cast a shade or shadow upon property under the jurisdiction of, or designated for acquisition by, the Recreation and Park Commission. As used in this Section, "property designated for acquisition by the Recreation and Park Commission" shall mean property which a majority of each of the Recreation and Park Commission and the City Planning Commission, meeting jointly, with the concurrence of the Board of Supervisors, have recommended for acquisition from the Open Space Acquisition and Park Renovation Fund, which property is to be placed under the jurisdiction of the Recreation and Park Commission.

(Added Ord. 62-85, App. 1/31/1985)

Attachment G - Planning Commission Resolution 18102

Attachment H - Proposition O (2016)

Replaces Map 1 in the current Plan



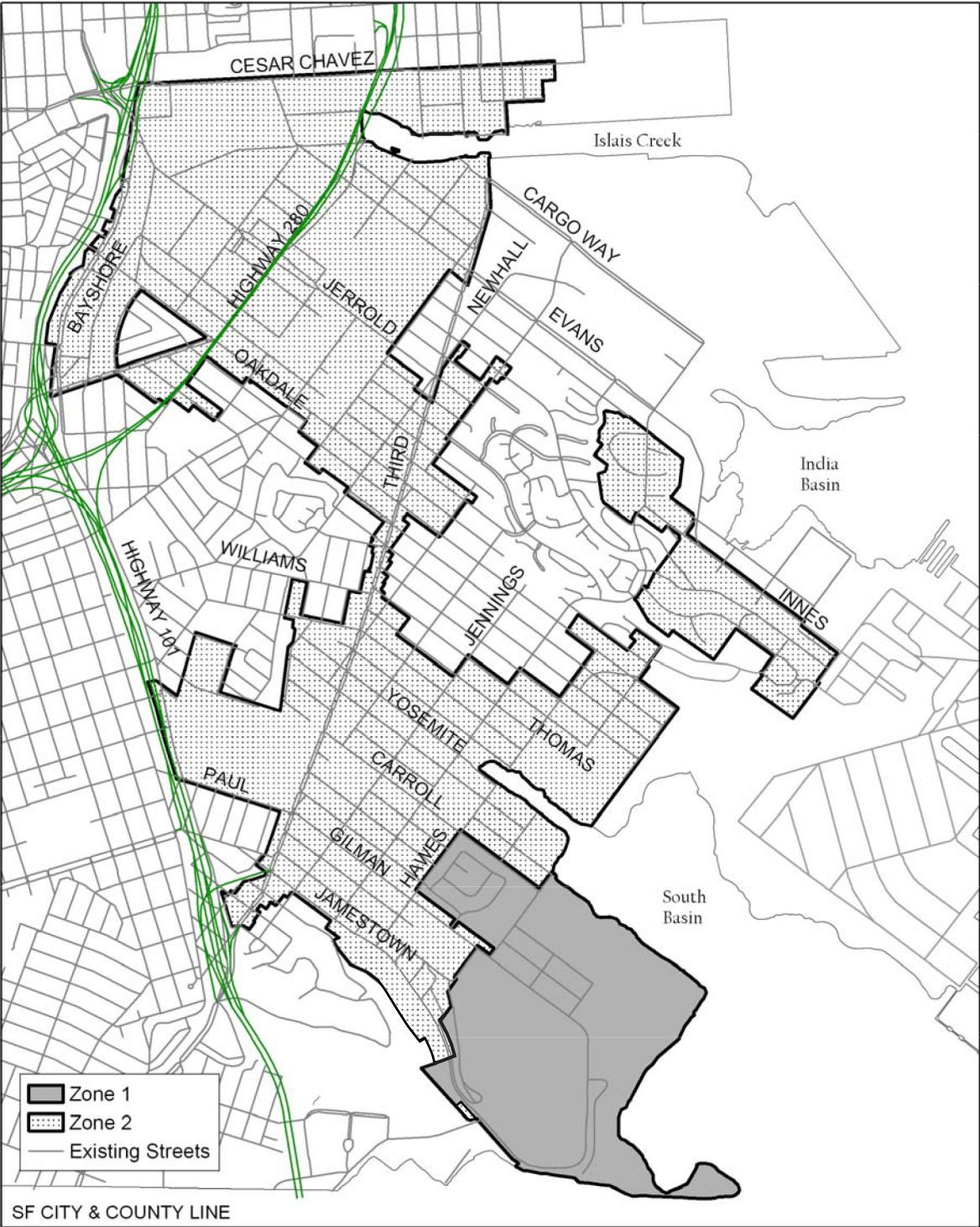
Map 1: Project Area Boundary Map

Bayview Hunters Point Redevelopment Plan
Office of Community Investment and Infrastructure
2018

1,000 500 0 1,000 Feet



Replaces Map 2 in the current Plan

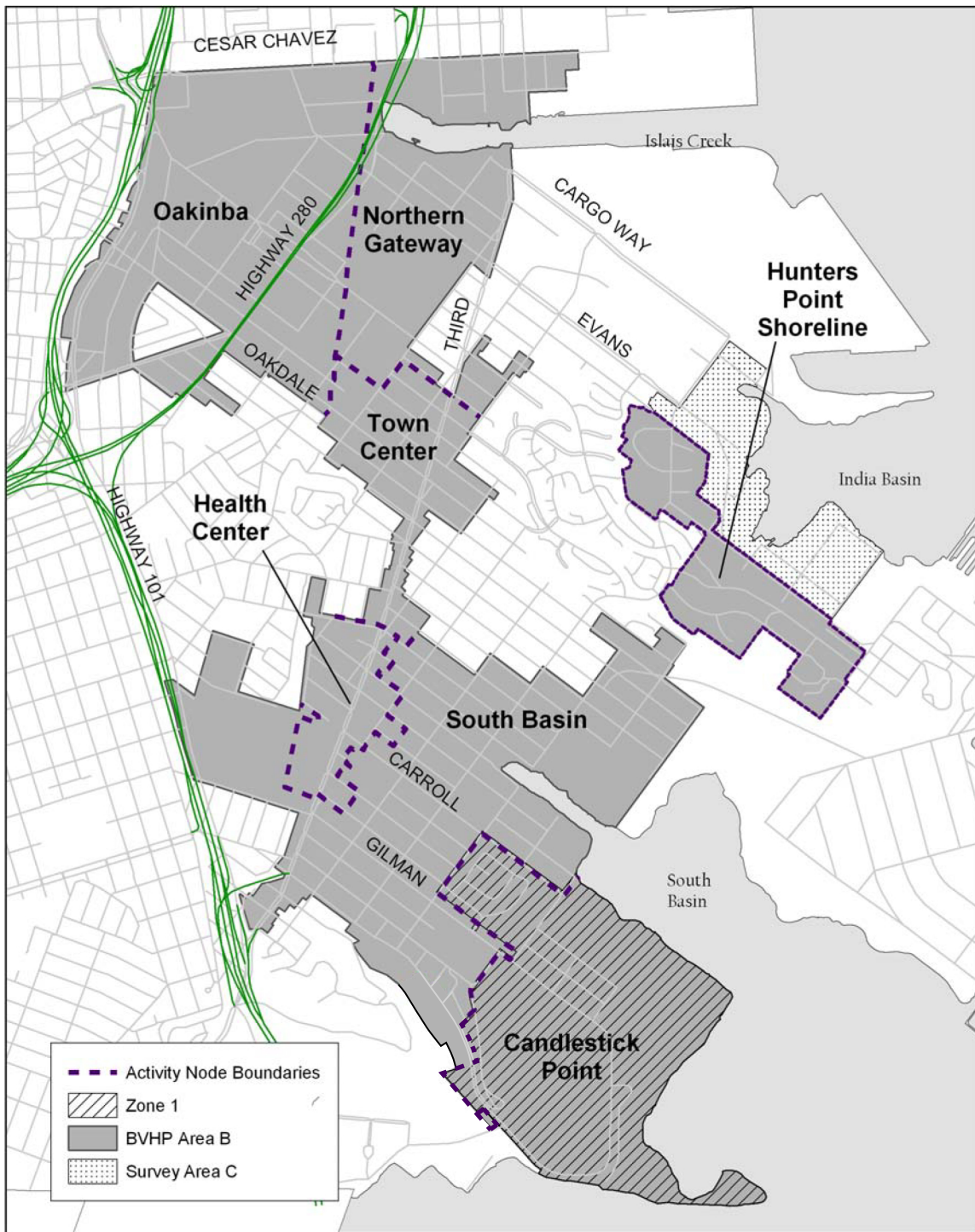


Map 2: Project Area B Redevelopment Zones Map
Bayview Hunters Point Redevelopment Plan
Office of Community Investment and Infrastructure
2018

1,000 500 0 1,000 Feet



Replaces Map 3 in the current Plan



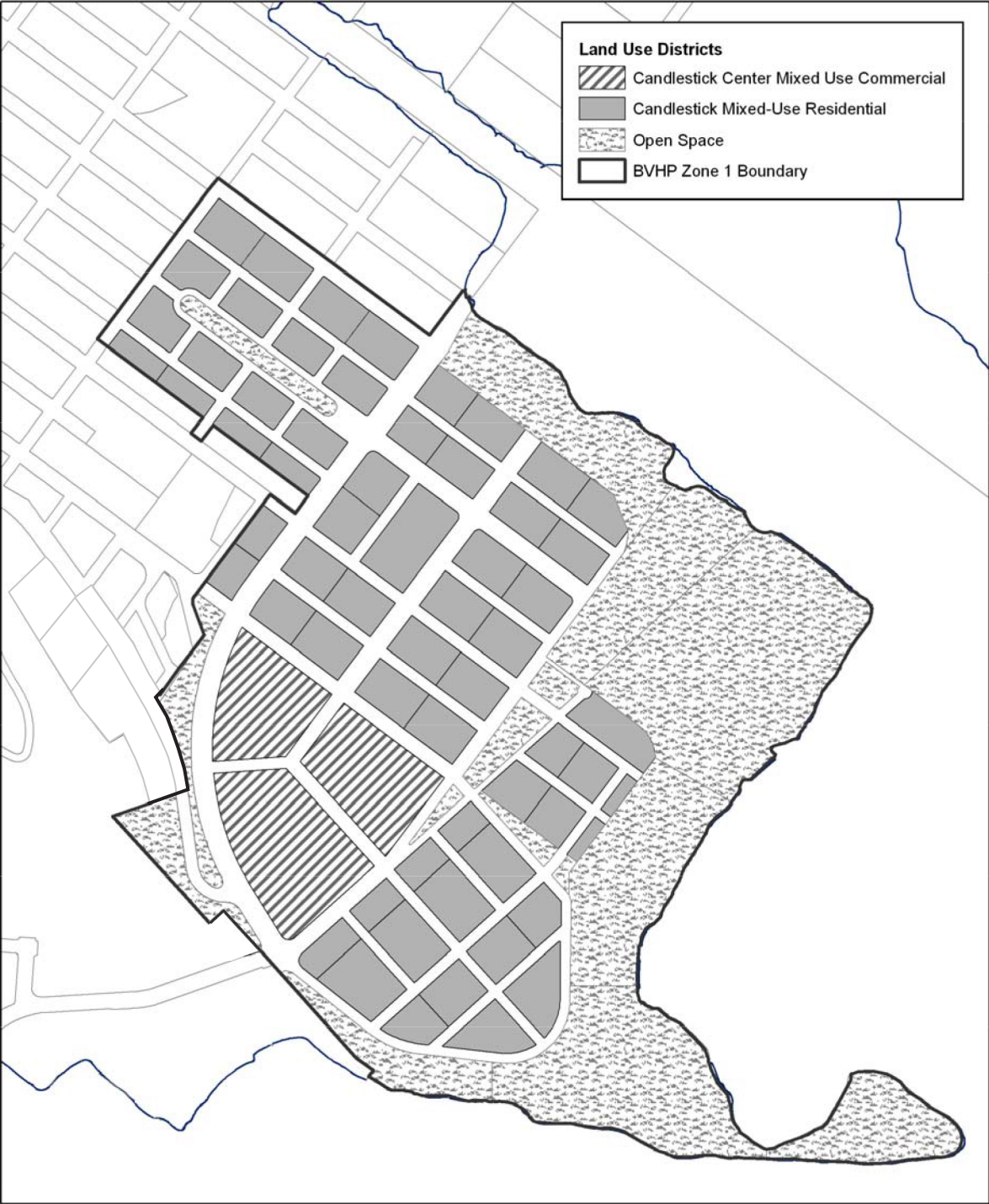
Map 3: Area B Activity Nodes

Bayview Hunters Point Redevelopment Plan
Office of Community Investment and Infrastructure
2018

1,000 500 0 1,000 Feet



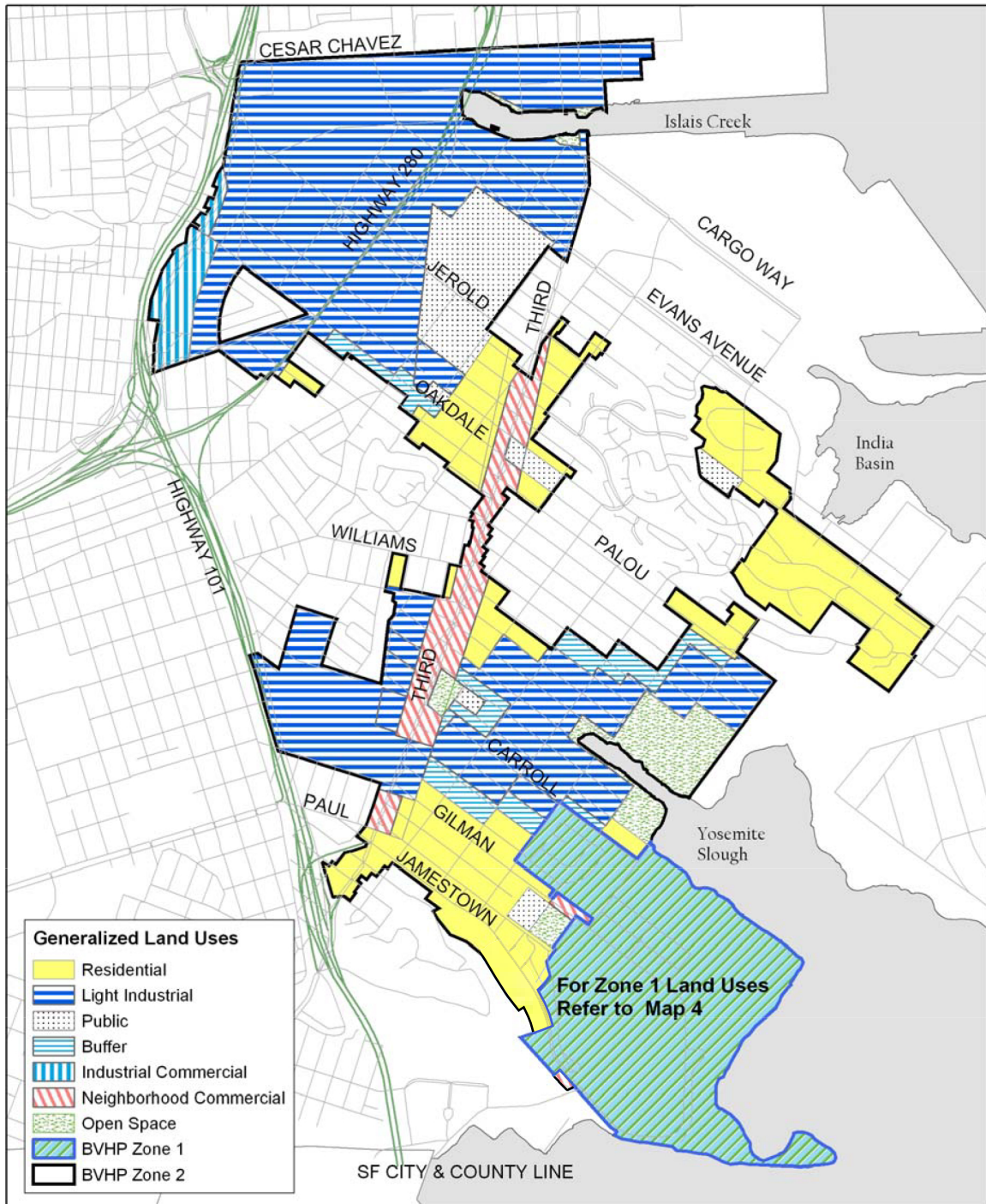
Replaces Map 4 in the current Plan



Map 4: Zone 1 Land Use Districts
Bayview Hunters Point Redevelopment Plan
Office of Community Investment and Infrastructure
2018



Replaces Map 5 in the current Plan



Map 5 Area B - Zone 2 Generalized Land Use Map *

Bayview Hunters Point Redevelopment Plan
Office of Community Investment and Infrastructure
2018

* Based on General Plan BVHP Area Plan Figure 4

1,000 500 0 1,000 Feet

**REPORT TO THE BOARD OF SUPERVISORS
ON THE AMENDMENT TO THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN**

Prepared by:

**The Office of Community Investment and Infrastructure,
as the Successor Agency to the San Francisco Redevelopment Agency**

April 17, 2018

**REPORT TO THE BOARD OF SUPERVISORS
ON THE AMENDMENT TO THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN**

I. INTRODUCTION

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco, commonly known as the Office of Community Investment and Infrastructure (“Successor Agency” or “OCII”), has prepared this report (“Report”) to the Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) on an amendment (“Plan Amendment”) to the Bayview Hunters Point Redevelopment Plan (“BVHP Plan”), in accordance with the California Community Redevelopment Law (Heath and Safety Code Section 33000 et seq., (“CRL”). On April 17, 2018, the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure, (“Commission”) will consider approval of the Plan Amendment and authorization to transmit this report to the Board of Supervisors.

The BVHP Plan establishes land use controls for development in the BVHP Redevelopment Project Area (“BVHP Project Area”). The Plan Amendment is necessary to facilitate proposed modifications to the existing development program for Zone 1 of BVHP Plan Subarea B (also referred to as “Candlestick Point”), as further described in Section II below.

This Report is prepared pursuant to CRL Sections 33457.1 and 33352, which delineate the information that the Successor Agency must provide to the Board of Supervisors for its consideration of an amendment to a redevelopment plan. The contents of this Report provide the information required for redevelopment plan amendment “to the extent warranted” by the proposed amendment, Health & Safety Code § 33457.1, including the following: (i) reason for the plan amendment; (ii) description of how the amendment will improve or alleviate blight; (iii) method of financing/economic feasibility; (iv) Planning Commission’s determination regarding conformity of the plan amendment to the General Plan (to be incorporated upon receipt); (v) report on the environmental review required by Section 21151 of the Public Resources Code; and (vi) neighborhood impact report.

II. DESCRIPTION OF THE PLAN AMENDMENT

A. Background

On May 23, 2006, the Board of Supervisors amended, by Ordinance No. 113-06, the Hunters Point Redevelopment Plan to add approximately 1,575 acres and rename it as the Redevelopment Plan for the Bayview Hunters Point Project Area (“BVHP Plan”). On August 3, 2010, the Board of Supervisors approved, by Ordinance No. 210-10, amendments to the BVHP Plan that divided Subarea B of the BVHP Project Area into two zones, Zone 1 (or “Candlestick Point”) and Zone 2. OCII retains land use authority within Zone 1 and the BVHP Plan supersedes the Planning Code for Zone 1 unless otherwise provided. The San Francisco Planning Department retains jurisdiction over Zone 2, which is subject to the San Francisco Planning Code. Maps delineating the BVHP Project Area Boundary and Redevelopment Zones are included in Exhibit A.

In 2010, the Former Redevelopment Agency and the City and County of San Francisco (“City”) undertook a series of actions to approve the development of Candlestick Point as part of a 702-acre development project—the “CP/HPS2 Project”—that includes both Candlestick Point and Phase 2 of the Hunters Point Shipyard Redevelopment Project Area (“HPS Project Area”).¹ At Candlestick Point, the CP/HPS2 Project proposed two development alternatives, primarily distinguished by the presence or absence of a football stadium. Subsequent to the 2010 actions, the San Francisco 49ers football team elected to construct a new football stadium outside of San Francisco, and as a result, the Successor Agency and CP Development Co. LLC, the master developer of the CP/HPS2 Project (“Developer”), have been focused on implementation of the non-stadium development alternative.

B. Plan Amendment

The Plan Amendment makes two changes to the land use regulations of the BVHP Plan as applied to Candlestick Point. Existing square footage limits on nonresidential development within Candlestick Point would remain: 150,000 square feet of office use; 760,000 square feet of retail use; 150,000 square feet of hotel use; and 75,000 sf of arts/entertainment use for a total of 1.185 million square feet.

The Plan Amendment allows for adjustment of the square footage amounts in the foregoing nonresidential uses and for conversion of the square footage to other permitted non-residential uses under the BVHP Plan, subject to Commission approval and maintaining the overall 1,185,000 square-foot limitation on nonresidential use within Zone 1.

In addition, the Plan Amendment allows the transfer of 118,500 square feet of research and development and office space from HPS Phase 2 to Candlestick Point, subject to Commission approval.

The Plan Amendment clarifies that City regulations for cannabis-related uses and short term rentals would apply within Candlestick Point.

Lastly, the Plan Amendment shifts one parcel of land, Assessor’s Block/Lot No. 4991-276 (“Jamestown Parcel”) from Zone 1 to Zone 2 of the BVHP Project Subarea B. The Jamestown Parcel is shown on the Maps attached as Exhibit A. This parcel is not included in the CP/HPS2 Project and the shift would allow the property owners to pursue development under the jurisdiction of the San Francisco Planning Department. The shift does not change the BVHP Project Area boundary or legal description.

III. SCOPE OF THE REPORT

This Report is prepared pursuant to CRL Sections 33457.1 and 33352, which delineate the information that the Successor Agency must provide to the Board of Supervisors for its consideration of an amendment to a redevelopment plan. The contents of this Report, as described below, are consistent with the CRL, and include the following:

¹ Hunters Point Shipyard Phase 2, and an amendment to the Hunters Point Shipyard Redevelopment Plan, is the subject of a separate report to be submitted simultaneously to the Board of Supervisors.

- Reason for the Plan Amendment (subsection (a) of Section 33352 of the CRL);
- Description of how the Plan Amendment will improve or alleviate blighting conditions (subsection (b) of Section 33352 of the CRL);
- Proposed method of financing the redevelopment of the Project Area as applicable to the Plan Amendment (subsection (e) of Section 33352 of the CRL);
- Discussion of the Planning Commission's forthcoming report and recommendation regarding conformity of the Plan Amendment to the General Plan, as required by (subsection (h) of Section 33352 of the CRL and Section 4.105 of the San Francisco Charter);
- Report on the environmental review required by Section 21151 of the Public Resources Code as applicable to the Plan Amendment (subsection (k) of Section 33352 of the CRL); and
- The neighborhood impact report (subsection (m) of Section 33352 of the CRL).

In approving the amendments to the BVHP Plan in 2006, 2010, and 2017, the Board of Supervisors relied on information about the conditions of physical and economic blight within the BVHP Project Area, the need for tax increment financing to carry out redevelopment in the BVHP Project Area, and other factors justifying the establishment and amendment of the BVHP Project Area. Although the Plan Amendment shifts the Jamestown Parcel from Zone 1 to Zone 2 of the BVHP Project Area, the Plan Amendment does not alter the legal description or boundaries of the BVHP Project Area, change financing limits, or extend the duration of the BVHP Plan. Further, the Plan Amendment does not alter the blight and financial determinations made at the time the BVHP Project Area was originally adopted. The Plan Amendment would not displace any residents of the area, therefore there is no need for a relocation plan that might otherwise be required. In addition, since the Plan Amendment does not alter the BVHP Project Area boundaries or make changes to the BVHP Plan to increase financing limits, extend its duration or add significant capital projects, no county fiscal officer's report or consultation with the taxing entities is required. Lastly, the Plan Amendment does not contemplate changes in the specific goals, objectives or expenditures of OCII for the BVHP Project Area.

A. Reason for the Plan Amendment

The purpose of the Plan Amendment is to make minor land use revisions for the Candlestick Point portion of Subarea B, and to shift the Jamestown Parcel from Zone 1 to Zone 2 of the BVHP Project Area.

The Plan Amendment also supports redevelopment of the Candlestick Point in a manner that responds to changes in market conditions to provide for economically feasible development. The Plan Amendment would provide certainty as to overall maximum development under the BVHP Plan, while allowing flexibility in development over the anticipated thirty-year buildout of Candlestick Point. This flexibility will maximize the potential for long-term economically successful development within Candlestick Point.

The following objectives and goals, as described in Section 1.2 of the BVHP Plan would be further advanced by the adoption of the Plan Amendment:

- Strengthening the economic base of the Project Area and the community by strengthening retail and other commercial functions within the Project Area through the facilitation of new retail space, and as appropriate, new commercial and light industrial uses.
- Providing public parks and open space.
- Encouraging participation of area residents in the economic development that will occur.
- Removing structurally substandard buildings, removing impediments to land development, and facilitating modern, integrated development with improved pedestrian and vehicular circulation within the Project Area and vicinity.
- Redesigning and developing undeveloped and underdeveloped areas, which are improperly utilized.
- Eliminate blighting influences and correcting environmental deficiencies within the Project Area, including, abnormally high vacancies, abandoned, deteriorated and dilapidated buildings, incompatible land uses, depreciated or stagnant property values, and inadequate or deteriorated public improvements, facilities, and utilities.
- Providing flexibility in the development of real property within the Project Area to respond readily and appropriately to market conditions.

B. Description of How the Amendment Will Improve or Alleviate Blight

The physical and economic conditions of blight existing in the BVHP Project Area at the time of adoption of the 2010 Plan Amendment remain substantially the same. The Project Area is characterized by vacant and underutilized land, stagnant property values and inadequate public improvements. The Plan Amendment will improve or alleviate the adverse conditions in the BVHP Project Area through the development of under-utilized land, economic development activities, community enhancement efforts, affordable housing activities, and the delivery of public parks and open space. Shifting the Jamestown Parcel from Zone 1 to Zone 2 conforms to the property owner's intent to proceed with development of the parcel in accordance with the San Francisco Planning Code.

Allowing for the conversion of certain non-residential uses within Zone 1 of the BVHP Project Area, and the transfer of up to 118,500 square feet of research and development and office uses from the HPS Project Area to those portions of Zone 1 of the BVHP Project where such use is already permitted, will strengthen the achievement of an economically vibrant mixed-use development, and improve the economic base of the BVHP Project Area by facilitating a diversity of land uses, including job-generating uses.

C. Proposed Method of Financing / Economic Feasibility of Amendment

The Plan Amendment does not propose any new capital expenditures by OCII, involve any new indebtedness or financial obligation of OCII, or change OCII's overall method of financing the

redevelopment of the BVHP Project Area. The Plan Amendment does not change the reliance on private enterprise to finance the Project. OCII will continue, however, to use tax increment financing and funds from all other available sources to carry out its enforceable obligations to pay for the costs of public infrastructure in Zone 1 of the BVHP Project Area. The Plan Amendment is intended to provide flexibility to the development of the BVHP Project Area to create a diverse and strong mix of land uses that appropriately responds to market conditions, which would generate more property taxes and consequently more tax increments than the existing, undeveloped conditions.

D. Report of the Planning Commission

Upon approval of the Plan Amendment, the Commission will refer it to the Planning Commission for its report and recommendation, and findings of conformity with the General Plan. Prior to making its findings, the Planning Commission will consider for recommendation to the Board of Supervisors amendments to the General Plan by amending the boundaries of the Candlestick Point Sub-Area Plan of the Bayview Hunters Point Area Plan. Assuming an affirmative recommendation, the Planning Commission will then review the Plan Amendment for conformity with the General Plan (as recommended for amendment), which will be incorporated into a supplemental report to the Board of Supervisors upon receipt.

E. Environmental Review

On June 3, 2010, the Commission of the former Redevelopment Agency of the City and County of San Francisco (“Redevelopment Commission”) by Resolution No. 58-2010 and the Planning Commission by Motion No. 18096, acting as co-lead agencies, certified the Final Environmental Impact Report (“FEIR”) under the California Environmental Quality Act (“CEQA”) for the CP/HPS2 Project. On July 14, 2010, the Board of Supervisors affirmed the Planning Commission’s certification of the FEIR by Resolution No. 347-10 and that various actions related to the Project complied with CEQA. Subsequent to the certification of the FEIR, OCII and the Planning Department prepared Addenda 1 through 4 to the FEIR analyzing certain Project modifications.

On April 9, 2018, OCII, as Lead Agency, approved Addendum 5 to the FEIR, which evaluated the updated land use program of the Plan Amendment, and determined that the analyses conducted and the conclusions reached in the FEIR remain valid and no supplemental environmental review is required beyond Addendum 5. With assistance from the Planning Department, OCII has reviewed Addendum 5, the FEIR and the Plan Amendment and determined that development facilitated by the Plan Amendment will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts that would alter the conclusions reached in the FEIR. Accordingly, no additional environmental review pursuant to State CEQA Guidelines Sections 15180, 15162, and 15163.

F. Neighborhood Impact Report

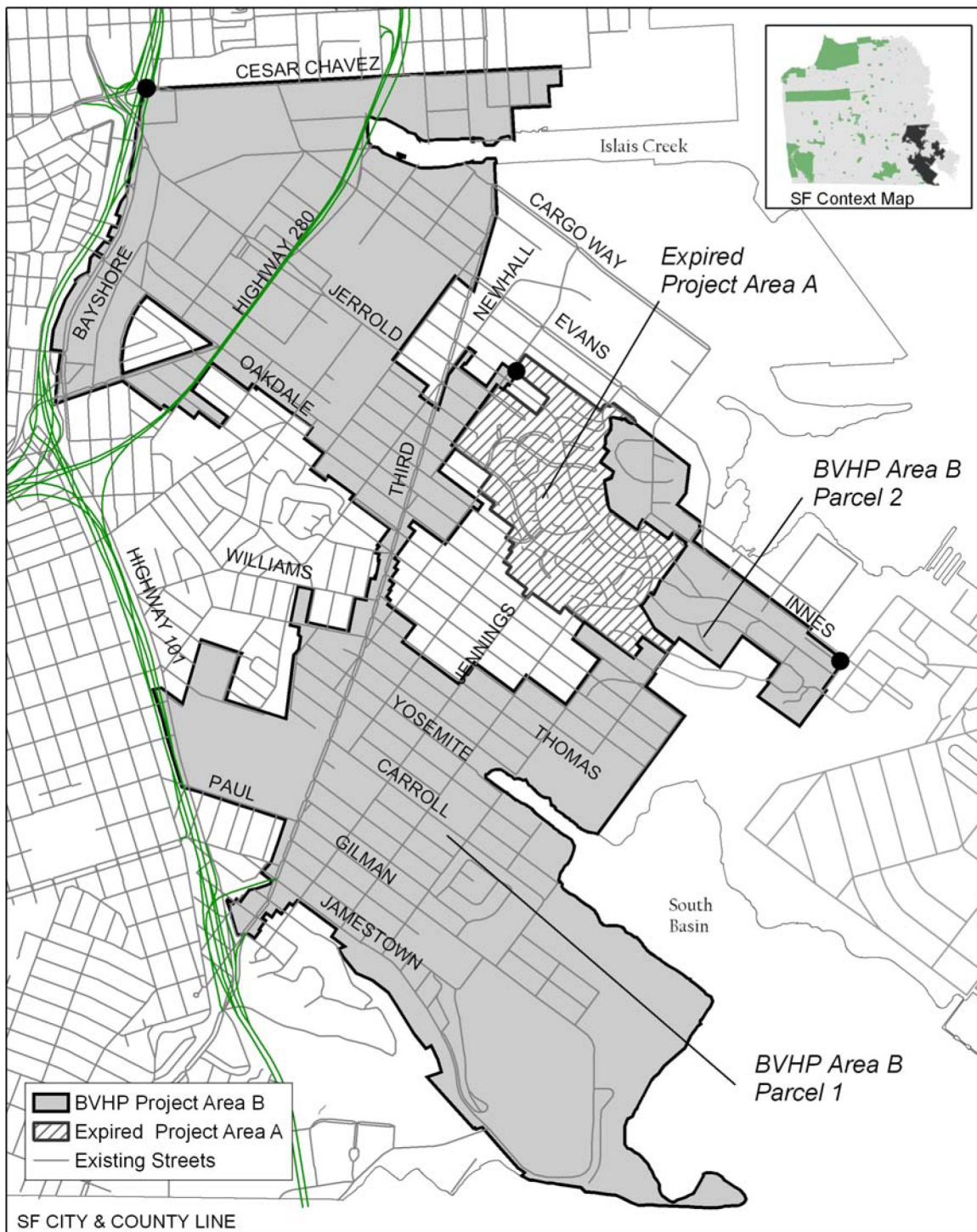
The Plan Amendment does not impact or alter the existing affordable housing obligations articulated in the BVHP Plan. Under the CRL, at least 15 percent of all new and substantially rehabilitated dwelling units developed within the BVHP Project Area by private or public entities other than OCII must be available at affordable housing cost to, and occupied by persons and families of extremely low, very low, low, or moderate income. Under the CP/HPS2 Project, approximately 32% of the housing developed by parties other than OCII will be available at affordable housing cost to, and occupied by persons and families of extremely low, very low, low, or moderate income.

The Plan Amendment will not cause the destruction or removal of housing units from the low and moderate-income housing market and no persons will be displaced, temporarily or permanently, from dwelling units as a result of the Plan Amendment.

The means of financing the low- and moderate income housing units in Candlestick Point are tax increment financing, revenue from the sales of public properties within the Project (if any), and development fees. The Plan Amendment does not change OCII's tax increment financing committed to affordable housing.

The process and requirements for the development of housing within Zone 1 is designed to provide new housing opportunities for households of diverse income, ages, lifestyles and family size. OCII will continue to promote the development of a wide variety of affordable housing including mixed-use development, development of new rental and ownership units and development and rehabilitation of existing rental and ownership units, infill development, and the possibility of senior housing. The housing opportunities within the Zone 1 address the demand for housing suitable for families, seniors, young adults, and others with special needs. The amount and timing of this development is dependent on the amount and pace of the overall development in the CP/HPS2 Project.

Exhibit A: Maps



Map 1: Project Area Boundary Map

Office of Community Investment and Infrastructure
2018

1,000 500 0 1,000 Feet



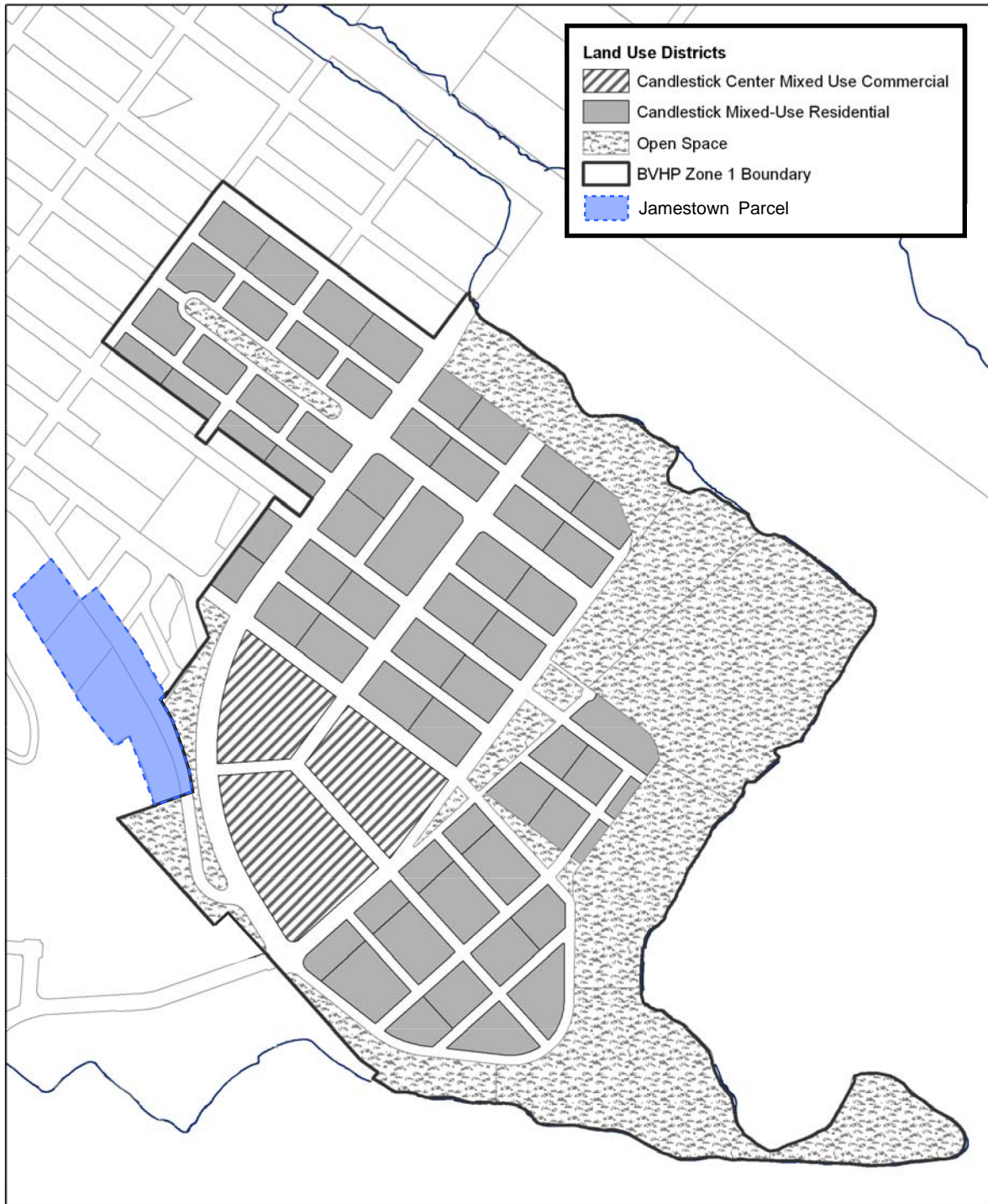


Map 2: Project Area B Redevelopment Zones Map

Office of Community Investment and Infrastructure
2018

1,000 500 0 1,000 Feet





Map 3: Jamestown Parcel

Office of Community Investment and Infrastructure
2018

600 300 0 600 Feet



THIRD AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT FOR CANDLESTICK POINT AND HUNTERS POINT SHIPYARD PHASE 2 (CP/HPS2 DDA)

SUMMARY

The Third Amendment to the CP/HPS2 DDA (Third Amendment) focuses on confirming and facilitating the updated development program (Updated Program) for the Non-Stadium Alternative under the DDA, as it applies to Phase 2 of the Hunters Point Shipyard (Shipyard Site), and lesser changes to Candlestick Point (Candlestick Site).

The Updated Program is based on a revised street and block layout for the Shipyard Site, prepared in consultation with Adjaye & Associates, which reflects the historic shipyard grid and building typology, and includes a revised proposal for individual land uses within the Shipyard Site, while generally maintaining the overall level of development within the Shipyard Site. Other amendments include:

- Clarification that 172 residential units and up to 71,000 square feet of commercial uses initially planned for HPS Phase 1 would instead be built in HPS Phase 2;
- Clarification of Developer construction and maintenance obligations for privately owned open spaces;
- Requirements for appropriate development of historic Dry Dock 4;
- Inclusion of Building 813 within OCII's enforceable obligation to transfer former Navy lands within Shipyard Site to Developer at Sub-Phase Approval;
- Inclusion of a provision requiring payment in-lieu of property taxes in the event that the Developer or a Vertical Developer conveys or leases a Lot to a tax-exempt entity;
- Conforming amendments to map exhibits and certain sections of the DDA to reflect the Updated Program, including consolidation of Major Phases and Sub-Phases at the Shipyard and Candlestick Sites;
- Conforming amendments to the DDA exhibits, including the Transportation Plan, Infrastructure Plan, Parks & Open Space Plan, Sustainability Plan and DRDAP; and
- Negotiated increase to Agency Costs reimbursement.

The changes described here are those contained in the Third Amendment itself. Changes to the various exhibits to the DDA, such as the BMR Housing Plan, Community Benefits Plan, Financing Plan, Transportation Plan, Infrastructure Plan, etc. are described in their respective Memorandum Attachments.

DETAILED OVERVIEW OF THIRD AMENDMENT (BY SECTION)

§1. Non-Stadium Alternative (Section 1.1.2 of DDA)

- Confirm Stadium Termination Event has occurred, and confirm Developer's specific land use entitlement as proposed under the Updated Program for the CP/HPS2 Project (table on following page):

CP/HPS2 PROJECT UPDATED PROGRAM

	2010		2018	
CPHPS2 Dwelling Units	10,500	UNITS	10,672	UNITS
Artist Studio	255,000	SF	255,000	SF
Community Use	100,000	SF	100,000	SF
FAC/Performance Venue/Event Space	75,000	SF	75,000	SF
	10,000	SEATS	10,000	SEATS
Hotel	150,000	SF	270,000	SF
Institution	0	SF	410,000	SF
R&D/Office	3,150,000	SF	4,415,000	SF
Regional Retail	635,000	SF	735,000	SF
Neighborhood Retail	250,000	SF	351,000	SF
Maker Space	0	SF	75,000	SF
	4,615,000	SF	6,686,000	SF
Marina	300	SLIPS	300	SLIPS
Water Taxi	NO		YES	

§2. Development Transfer (Addition of Section 1.2.5 of DDA)

- Conversion and Transfer of Non-Residential Uses
 - The HPS and BVHP Redevelopment Plans, as amended, establish development limitations consistent with the square footages in the foregoing table. The Plans also allow for adjustments to the specified nonresidential square footages and conversion amongst permitted uses, subject to Commission approval and to the adjustments or conversions remaining within the overall nonresidential limit for each Plan area. In addition, the Plans, as amended, allow for the transfer of up to 118,500 square feet of research and development/office space from the Shipyard Site to the Candlestick Site, subject to OCII Commission approval. To the extent such adjustments are approved by the Commission, the Third Amendment allows for the automatic “truing up” of the square footage entitlement established in Section 1.2.2 of the DDA.
- Additional Units
 - Confirming the relocation of 172 Units initially planned for Shipyard Phase 1, including 18 inclusionary units affordable at 80% AMI, to the CP/HPS2 Project. Additional Inclusionary Units will be tracked independently of CP/HPS2 below market rate units.
- Commercial Space; Phase 1 and Phase 2
 - Allows limited transfer of commercial space back to HPS Phase 1 to the extent desired by parties and Phase 1 Developer.

§3. Proportionality (Section 1.5 of DDA)

- Amended to include reference to privately owned publicly accessible open space (POPOS) in relation to proportional delivery of parks and open space.

§4. Initial Major Phase and Sub-Phase (Section 3.4.1 of DDA)

- Since the adoption of the DDA, OCII has issued Major Phase and Sub-Phase approvals for the Initial Major Phase and Sub-Phase. These conforming changes reflect the current status of the Initial Major Phase and Sub-Phase.

§5. Mid-Block Breaks and POPOS (Addition of Sections 7.10 and 7.11 to DDA)

- Mid-block breaks are privately owned rights of way that promote pedestrian movement through the Project Site. This section clarifies Developer's obligations regarding the design, construction, operation, repair, reconstruction and maintenance of the mid-block breaks.
- Addition of definition of "POPOS" – privately owned public open space – and Developer's obligations regarding construction, repair, reconstruction and maintenance of same, and remedies for failure to complete approved POPOS.

§6. Preservation Guidelines (Addition of Section 8.2 to DDA)

- Addition of requirements, per the Project FEIR, that rehabilitation work on Dry Dock 4 be subject to Preservation Guidelines consistent with Secretary of the Interior standards for historic structures, and attaching those Guidelines to the DDA.

§7. Deed Restrictions for Non-Stadium Alternative (Section 11.6 of DDA)

- Confirming amendments to the DDA to reflect elimination of Stadium Alternative, reduced number of Major Phases and Sub-Phases at the Shipyard.

§8. Agency Costs (Section 19.2 of the DDA)

- Changes the calculation of costs reimbursable to OCII by Developer, providing an increase in such reimbursement. The amended provision compensates OCII for employee's salaries, on an hourly basis for time dedicated to the CP/HPS2 Project, plus an escalating percentage of that amount, starting at 100% in the initial year after the effective date of the Third Amendment, and rising to 185% in the third year after the effective date and thereafter, which percentage will compensate OCII for the cost of benefits and overhead incurred for that employee.

§9. Building 813 (Addition of Section 6.4 to the DDA)

- Currently, the DDA requires that OCII convey to Developer all real property it owns (or acquires) within each Sub-Phase upon the OCII's approval of Developer's application for that Sub-Phase, with the exception of property to be retained by a public entity (defined as *Public Property* in the DDA). Under the existing DDA, Building 813 was considered Public Property as it was intended to be rehabilitated, jointly with the City, for use as a center for business incubation. However, neither the Agency nor the City intend to pursue this use for Building 813, which would entail substantial public investment for the rehabilitation and conversion of the building and for operations thereafter, funding for which is not available. Accordingly, the Third Amendment clarifies that the Building 813

Site is no longer Public Property as defined in the DDA, and this section provides for its conveyance to Developer for development of the Project similar to all other former Navy property within the Shipyard Site. Like all other property in the Shipyard Site to be conveyed to Developer, conveyance of the Building 813 would not impact the taxing entities given the economic tax benefit of redeveloping the building. Its reuse in accordance with the HPS Plan would increase the amount of revenues to the taxing entities by rehabilitating an otherwise chronically dilapidated building without public expenditure.

- Furthermore, the Developer has offered to undertake additional obligations under the Third Amendment that would further compensate for the loss of Building 813. In place of the City/Agency business incubation center, Developer will provide 75,000 gross square feet of Maker Space (defined in the Third Amendment) within the Shipyard Site, and will improve to Warm Shell-condition (defined in the Third Amendment) and make available 65,000 square feet of Community Facilities Space within the Project. Space available for maker uses, generally considered to be small-scale production uses typically with a retail component, and Community Facilities Space, is more likely to be filled by local businesses, particularly given Developer's obligation to market the availability of both Maker Space and Community Facilities Space to local residents and businesses for at least a year before leasing the spaces. OCII staff's estimate of the cost to Developer of implementing these programs is approximately \$25 million dollars, including Warm Shell construction costs and foregone retail rents for the Maker Space, which is greater than the estimated value of Building 813 for use as commercial space (its intended use under the CP/HPS2 Project).¹

§10 Preservation Alternative (Section 18.2 of the DDA)

- Conforming changes acknowledging elimination of stadium alternative.

§11 Payment In Lieu of Taxes (Addition of Section 4.1.1 of the DDA)

- To the extent Developer wishes to Transfer a Lot to an entity that is exempt from the payment of property taxes, or to the extent a Vertical Developer wishes to sell or lease space to same, an agreement with OCII would be required that provides for reimbursement to OCII of property taxes otherwise applicable to the Lot being Transferred or space leased. This ensures that OCII remains able to collect sufficient funds to meet its tax increment financing obligations.

§12 Final Public Improvements (Section 26.7 of the DDA)

- Conforming changes acknowledging adjustment to number of Major Phases.

§13 Development Plan (Exhibit A-B-B to the DDA)

- Revised to reflect Updated Program.

¹ This estimate is conservative, and does not include extraordinary cost of demolition for Building 813, assumed to be at least \$2M, and also does not include cost of entitlement, costs of infrastructure, or other costs that would impact value of Building 813 were it not subject to OCII's obligation to convey to Developer an instead developed separate from the CP/HPS2 Project.

§14 Conforming Amendments to DDA Exhibits (included with Third Amendment)

- Updates Exhibit B to the DDA (Definitions) to include those defined terms established by the Third Amendment.
- Acknowledges that certain Exhibits to the Original DDA are also being amended by this Third Amendment to reflect the Updated Program, are attached to the Third Amendment, and thereby incorporated into the DDA.

§15 Conforming Amendments to DDA Exhibits (Separately Provided)

- Acknowledges that certain Exhibits to the Original DDA are being separately amended and restated in their entirety to reflect the Updated Program, and once approved by the Agency and the City (as required) are incorporated into the DDA.

§16 Miscellaneous Provisions; Effectiveness.

- General legal provisions added, consistent with previous amendments to the DDA.
- Pursuant to the Effective Date provisions, the Third Amendment may become effective prior to the effectiveness of the Redevelopment Plan Amendments, for example, if those amendments are subject to lawsuit or referendum. If that were to occur, the parties would only be obligated to enforce those provisions of the DDA, as amended by the Third Amendment, that remain consistent with the Redevelopment Plans then in effect, which staff expect would be the following:
 - Section 1.2.2 (Non-Stadium Alternative Updated Program).
 - Development program on Candlestick Site would remain applicable (7,218 Dwelling Units, 635,000 square feet of regional retail, 125,000 square feet of neighborhood retail, 50,000 square feet of community use, 150,000 square feet of office, 150,000 square feet of hotel, 75,000 square feet of entertainment space).
 - Portions of development program on the Shipyard Site would remain applicable (3,454 Dwelling Units; 4,265,000 sq. ft. of R&D/office; 125,000 sq. ft. neighborhood retail).
 - Housing affordability requirements would remain applicable.
 - Section 1.2.5(c) would continue to allow limited transfer of commercial space back to HPS Phase 1 to the extent desired by parties and Phase 1 Developer.
 - Section 3.4.1(a) and (b) (Initial Major and Sub-Phases). Proposed consolidation of Major Phases and Sub-Phases at the Candlestick Site and Shipyard Site (to the extent consistent with HPS Plan Map 5) would remain applicable.
 - Section 4.1.1 (Payment In-Lieu of Taxes). Requirement for PILOT agreement or waiver would remain applicable.
 - Section 6.4 (Conveyance of Building 813 Site). Conveyance of Building 813 to Developer would remain applicable.
 - Sections 7.10 and 7.11 (Mid-Block Breaks and POPOS). Construction and maintenance obligations of Developer, and remedies therefor, would remain applicable. Approval of particular POPOS would be subject to consistency with Redevelopment Plans.

- Section 8.2(d) (Preservation Guidelines). Rehabilitation standards for Dry Dock 4 would remain applicable.
- Section 11.6 (Deed Restrictions). Consistency changes would remain applicable.
- Section 18.2 (Preservation Alternative). Consistency changes would remain applicable.
- Section 19.2 (Agency Costs). Changes to formulation of reimbursable Agency Costs would remain applicable.
- Section 26.7 (Final Public Improvements). Consistency changes would remain applicable.
- DDA Exhibits:
 - Below-Market Rate Housing Plan. Amendments would remain applicable.
 - Community Benefits Plan: Amendments would remain applicable.
 - Financing Plan Amendments. Consistency changes would remain applicable.
 - Conforming amendments to DRDAP would remain applicable.
 - Conforming amendments to Infrastructure Plan, Transportation Plan, Parks and Open Space Plan, Phasing Plan and Schedule of Performance would remain applicable to the extent Infrastructure and Improvements identified therein are consistent with applicable Redevelopment Plan.

**RECORDING REQUESTED BY
and When Recorded Mail To:**

**Successor Agency to the San Francisco
Redevelopment Agency
One South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Executive Director**

This document is exempt from payment of a
recording fee pursuant to California
Government Code Section 27383.

Recorder's Stamp

**THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT
(Candlestick Point and Phase 2 of the Hunters Point Shipyard)**

This THIRD AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (CANDLESTICK POINT AND PHASE 2 OF THE HUNTERS POINT SHIPYARD) (this “**Third Amendment**”), dated as of _____, 2018 (the “**Third Amendment Reference Date**”), is entered into by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body organized and existing under the laws of the State of California (the “**Agency**”), and CP DEVELOPMENT CO., LLC, a Delaware limited liability company (“**Developer**”), with reference to the following facts and circumstances:

RECITALS

A. The Agency and Developer are party to that certain Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated as of June 3, 2010 and recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on November 18, 2010 as Document No. 2010-J083660-00 at Reel K273, Image 427 (the “**Original DDA**”), as amended by that certain First Amendment to Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated as of December 20, 2012 and recorded in the Official Records on February 11, 2013 as Document No. 2013-J601487 at Reel K831, Image 0490 (“**First Amendment**”), and as further amended by that certain Second Amendment to Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard), dated as of December 1, 2014 and recorded in the Official Records on December 5, 2014 as Document No. 2014-J984039 (“**Second Amendment**”) (collectively, the “**DDA**”). All capitalized terms used but not defined herein shall have the meanings assigned to them in the DDA.

B. The DDA is an Enforceable Obligation under California Health and Safety Code Section 34171(d)(E) and was in existence prior to June 28, 2011. The Oversight Board has recognized and approved the DDA as an Enforceable Obligation, and has approved recognized

obligation payment schedules that include various obligations and commitments relating to the DDA. By letter dated December 14, 2012, the California Department of Finance (“**DOF**”) made a final and conclusive determination with respect to the DDA as an Enforceable Obligation in accordance with California Health and Safety Code section 34177 .5(i).

C. The DDA contemplates two development alternatives for the Project Site, primarily distinguished by the presence or absence of a football stadium within the Shipyard Site. The 49ers elected to construct a new football stadium outside of the Project Site and in 2014 terminated the 49ers Lease. Accordingly, the Parties are proceeding with development of the Non-Stadium Alternative under the DDA, which the Parties revise herein to include additional retail, hotel, research and development and office space and a slight reduction in residential uses, all on the Shipyard Site, and to add residential uses on the Candlestick Site, all as further described in sections 1.2.2 and 1.2.5(b) of the DDA as amended hereby (the “**Updated Program**”). The Parties have determined that the Updated Program best responds to market demands, maximizes economic development and employment generation within the Project Site and surrounding community, and advances the objectives of the Redevelopment Plans.

D. On June 3, 2010, the Planning Commission and the Agency certified the Environmental Impact Report for Candlestick Point – Hunters Point Shipyard Phase II (the “**Original Project EIR**”), and on July 13, 2010, the Board of Supervisors affirmed the Planning Commission’s certification of the Original Project EIR by Motion No. 10-0110 in compliance with the California Environmental Quality Act (“**CEQA**”) (California Public Resources Code Sections 2100 et seq.). The project analyzed in the Original Project EIR included space for a professional football stadium for the 49ers along with a mix of residential and commercial uses and several Project Variants (as defined in the Original Project EIR), including a Project Variant that assumed the new 49ers stadium was not constructed on the Shipyard Site and that up to 5,000,000 gross square feet of research and development and office space was instead constructed at the Shipyard Site (the “**R&D Variant**”). In approving the Project, the Board adopted Resolution No. 347-10 concerning findings required by CEQA, including a statement of overriding considerations and a mitigation monitoring and reporting program, and approved the Project and various project variants, including the R&D Variant.

E. On or about the Third Amendment Reference Date, the Agency Commission adopted Addendum No. 5 to the Project EIR, which determined that the Updated Program will not result in new significant environmental effects or a substantial increase in the severity of significant effects previously identified in the Project EIR that would alter the conclusions of the Project EIR.

F. Also on or about the Third Amendment Reference Date, the Agency Commission approved this Third Amendment, subject to approval by the Board of Supervisors to the extent required. Promptly following the Third Amendment Reference Date, the Parties will request the Board of Supervisors to approve amendments to both the Shipyard Redevelopment Plan and the BVHP Redevelopment Plan related to the Updated Program.

G. The HPS Phase 1 DDA allows development of up to 1,600 residential units, up to 80,000 gross square feet of commercial space, and associated parks, open spaces, and community benefits in HPS Phase 1. The Agency has been informed by HPS Developer that of

the 1,600 residential units and 80,000 gross square feet of commercial uses allowed under the HPS Phase 1 DDA, HPS Developer intends for up to 1,210 residential units and up to 9,000 gross square feet of commercial space to be constructed by Vertical Developers under and as defined in the HPS Phase 1 DDA. The Agency intends to construct 218 residential units in HPS Phase 1. Accordingly, to maximize the potential for market rate and affordable housing and economic and workforce development within the Shipyard Redevelopment Plan area, the Parties have included within the Updated Program the remaining 172 residential units (including 18 affordable units as described below) and 71,000 gross square feet of commercial uses originally planned for HPS Phase 1. Contemporaneously herewith the Agency and HPS Developer are amending the HPS Phase 1 DDA to make conforming amendments thereto with respect to the foregoing and related matters.

H. The Parties desire to reduce the number of Major Phases at both the Shipyard Site and the Candlestick Site from four (4) Major Phases to three (3) Major Phases, to reduce the number of Sub-Phases at the Shipyard Site from seventeen (17) Sub-Phases to six (6) Sub-Phases and to reduce the number of Sub-Phases at the Candlestick Site from eighteen (18) Sub-Phases to seventeen (17) Sub-Phases. The updated Major Phases and Sub-Phases have been configured to provide for the timely and proportional delivery of public benefits, including parks and open space, affordable housing, and other community benefits.

I. By this Third Amendment, the Parties intend that the primary Vertical Improvements constituting the Project are those identified in section 1.2.2 of the DDA as more particularly described in the Development Plan, each as amended hereby, and that Developer shall have the right to develop the Project as so amended, in accordance with the terms of the DDA.

J. The DDA requires that the Agency convey to Developer all real property it owns (or acquires as contemplated therein) within each Sub-Phase upon the Agency's Approval of Developer's Application for that Sub-Phase, with the exception of Public Property (as defined in the DDA). The Building 813 Site (defined herein) was intended to be rehabilitated, jointly with the City, for use as a center for business incubation. Neither the Agency nor the City intend to pursue this use for Building 813, which would entail substantial public investment for the rehabilitation and conversion of the building, funding for which is not available. Accordingly, this Third Amendment clarifies that the Building 813 Site will be conveyed to Developer for development of the Project. Like all other property in the Shipyard Site to be conveyed to Developer, conveyance of the Building 813 Site would not impact the taxing entities, and its reuse in accordance with the Shipyard Redevelopment Plan would increase the amount of revenues to the taxing entities by rehabilitating an otherwise chronically dilapidated building without public expenditure. Furthermore, in place of the Agency's foregone business incubation center, Developer will provide 75,000 gross square feet of Maker Space (defined herein) within the Shipyard Site, will improve to Warm Shell-condition (defined herein) and make available Community Facilities Space within the Project, and will market the availability of both Maker Space and Community Facilities Space to local residents and businesses, all as more particularly described herein.

K. This Third Amendment benefits the taxing entities because it will increase the amount of revenues to the taxing entities by enhancing and promoting the development of the

Project, facilitate the revitalization of the community and encourage further investment in the area, and generate employment opportunities throughout the Project area.

L. By this Third Amendment, the Parties desire to amend the DDA to reflect the foregoing, in accordance with the terms set forth herein.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agency and Developer agree as follows:

1. **Non-Stadium Alternative**. For the avoidance of doubt, the Parties acknowledge and agree that the Stadium Termination Event as described in section 5.3 of the DDA has occurred, provisions related to the Stadium Alternative in the DDA are no longer operative and the Parties are proceeding with development of the Non-Stadium Alternative under the DDA (as amended hereby), subject to the terms thereof. Section 1.2.2 of the DDA is hereby deleted and replaced with the following:

1.2.2 if the Stadium Termination Event occurs (the “**Non-Stadium Alternative**”):

(a) 337.7 acres of public park and open space improvements and 8.1 acres of privately owned, publicly accessible open spaces;

(b) 10,672 new homes, comprised of the 10,500 Units included in this DDA on the Effective Date and the 172 Additional Units. Of the 10,672 Units, (a) up to 3,454 Units will be located on the Shipyard Site and up to 7,218 Units will be located on the Candlestick Site, approximately thirty-one and eight-six hundredths percent (31.86%) of which Units shall be Below-Market Rate Units (including the Agency Affordable Units to be developed by the Agency on the Shipyard Site and the Candlestick Site), all as provided in the Below-Market Rate Housing Plan;

(c) 635,000 gross square feet of regional retail on the Candlestick Site;

(d) 125,000 gross square feet of neighborhood retail space on the Candlestick Site;

(e) Up to 401,000 gross square feet of retail on the Shipyard Site, which includes up to 226,000 gross square feet of neighborhood retail, 75,000 gross square feet of Maker Space (consistent with section 3.4(c) of the Community Benefits Plan) and up to 100,000 gross square feet of either regional or neighborhood retail;

(f) 50,000 gross square feet of community use on the Shipyard Site;

(g) 50,000 gross square feet of community use on the Candlestick Site;

(h) 255,000 gross square feet of artist space on the Shipyard Site;

- (i) 4,265,000 gross square feet of research and development and office uses on the Shipyard Site;
- (j) 150,000 gross square feet of office uses on the Candlestick Site;
- (k) 120,000 gross square feet of hotel use on the Shipyard Site;
- (l) 150,000 gross square feet of hotel use on the Candlestick Site;
- (m) 410,000 gross square feet of institutional use on the Shipyard Site;
- (n) a 300 slip marina and water taxi facilities on the Shipyard Site;
- (o) a 10,000 seat (75,000 gross square feet) film arts/performance/event space on the Candlestick Site; and
- (p) parking accessory to the foregoing.

2. **Conversion & Transfer.** Section 1.2.5 is hereby added to the DDA as follows:

1.2.5 Conversion and Transfer.

(a) Adjustment and Transfer of Uses within the Project Site. If the Agency Commission approves Developer's request to either (a) adjust land uses within the Project, or (b) transfer research and development and office use from the Shipyard Site to the Candlestick Site, each as allowed under the Redevelopment Plans, the square footages specified in section 1.2.2 shall automatically incorporate such changes, without necessity of amendment.

(b) Addition of Residential Uses from HPS Phase 1. 172 of the 10,672 Units described in Section 1.2.2 were initially planned for HPS Phase 1 (the "**Additional Units**"). Vertical Developers shall have the right to develop the Additional Units on the Project Site, provided that ten and one-half percent (10.5%) of the Additional Units (i.e., eighteen (18) Units in the event all 172 Units are constructed) shall be Affordable with an AMI Percentage equal to eighty percent (80%) (the "**Additional Inclusionary Units**"), all as provided in the Below-Market Rate Housing Plan.

(c) Commercial Reassignment Notice. Up to 11,000 gross square feet of the 71,000 gross square feet of commercial uses originally planned for HPS Phase 1 and included in the Non-Stadium Alternative may be reassigned to HPS Developer for use in HPS Phase 1 without amendment to the DDA (and thus removed from the Non-Stadium Alternative and the applicable square footages provided in Section 1.2.2) by written notice from Developer and HPS Developer to the Agency.

3. **Proportionality for POPOS.** Section 1.5 of the DDA is hereby deleted and replaced with the following:

1.5 Proportionality. Because the Project will be built over a long time period, the Parties have carefully structured the amount and timing of public and community benefits to coincide

with the amount and timing of the development of Market-Rate Units and other commercial opportunities. The public and community benefits have been described and apportioned as set forth in (i) the Phasing Plan, with respect to the Associated Public Benefits for each Major Phase and Sub-Phase, (ii) the Community Benefits Plan, with respect to funding the contributions and other public and community benefits described therein, (iii) the Below-Market Rate Housing Plan, with respect to the delivery of Alice Griffith Replacement Projects, the Agency Lots, and the production of Inclusionary Units and Workforce Units, and (iv) the Parks and Open Space Plan and the Infrastructure Plan, with respect to the Completion of parks and open space and POPOS. If Developer or a Vertical Developer requests changes to the amount or timing of public and community benefits as set forth above in any Application, then such changes shall be subject to the Approval of the Agency Director, provided the Agency Director shall refer any material changes to the amount or timing of public and community benefits to the Agency Commission for its review and Approval as set forth in the DRDAP.

4. **Initial Major and Sub-Phases.** Sections 3.4.1(a) and (b) of the DDA are hereby deleted and replaced with the following:

(a) **Initial Major Phase.** Developer shall submit the first Complete Major Phase Application for the Initial Major Phase on or before the applicable Outside Date. The “**Initial Major Phase**” is Major Phase 1, which consists of the Initial Sub-Phases. Notwithstanding anything to the contrary set forth in the Phasing Plan attached hereto as of the Reference Date, the Parties agree that Developer’s obligations regarding the Stadium Major Phase and Stadium Sub-Phases are dependent upon certain events or actions outside of Developer’s control and therefore Developer can omit the real property covering the Stadium Major Phase in its Initial Major Phase Application. Furthermore, the timing of Developer’s obligations for submission of the Major Phase Application for the Stadium Major Phase and the Sub-Phase Applications for the Stadium Sub-Phases shall be governed by Article 5.

(b) **Initial Sub-Phases.** The “**Initial Sub-Phases**” are Sub-Phases CP-01, CP-02, CP-03, CP-04, and CP-05 (which include all real property necessary to Complete the Infrastructure for the Alice Griffith Replacement Projects). Developer shall submit Sub-Phase Applications for the Initial Sub-Phases on or before the applicable Outside Dates. If Developer submits a Sub-Phase Application covering additional portions of the Initial Major Phase at the same time that it submits the Sub-Phase Application for the Initial Sub-Phases, the Agency agrees that it will review and consider the two (2) Applications at the same time.

5. **Mid-Block Breaks and POPOS.** Sections 7.10 and 7.11 are hereby added to the DDA as follows:

7.10 **Mid-Block Breaks.** Mid-block breaks are privately owned pedestrian and/or vehicular rights of way that are required to be accessible by the public, as further identified and discussed in the applicable Design for Development. Developer shall be solely responsible for the design and construction of the mid-block breaks, which responsibility (or any portion thereof) may be assigned to a Vertical Developer pursuant to any applicable Assignment and Assumption Agreement. The obligation to operate, repair, reconstruct and maintain each mid-block break shall be the responsibility of the fee title owner thereof, shall

run with the land and, unless otherwise Approved by the Agency Director, Developer or Vertical Developer shall convey each mid-block break to a master association or other Person with the authority to levy fees or otherwise generate sufficient revenue to perform such obligations (“**Management Entity**”) no later than the issuance of a temporary certificate of occupancy with respect to the last Vertical Improvement within the Sub-Phase that includes such mid-block break. Upon any such conveyance, Developer and Vertical Developer shall be automatically released from such responsibilities to the extent of such conveyance.

7.11 Privately Owned Public Open Space. Privately owned public open space (“**POPOS**”) means the space identified as the Green Room in the Parks and Open Space Plan as of the Third Amendment Effective Date (the “**Green Room**”) and any other spaces identified as POPOS by Developer in a Major Phase Application or Sub-Phase Application and Approved by the Agency. Developer is solely responsible for the design and construction of POPOS. The obligation to operate, repair, reconstruct and maintain POPOS shall be the responsibility of the fee title owner thereof, shall run with the land and, unless otherwise Approved by the Agency Director, Developer or Vertical Developer shall convey each POPOS to a Management Entity no later than the issuance of a temporary certificate of occupancy with respect to the last Vertical Improvement within the Sub-Phase that includes such POPOS. Upon any such conveyance, Developer and Vertical Developer shall be automatically released from such responsibilities to the extent of such conveyance.

POPOS shall be identified by Developer or Vertical Developer, as applicable, in a Sub-Phase Application, Vertical Application, or such other request as Developer or Vertical Developer may make from time to time, in all cases as Approved by the Agency. POPOS shall be Completed in accordance with the Schedule of Performance and shall not be considered Complete for purposes of complying with the Schedule of Performance until execution and recordation of instruments Approved by the Agency providing for reasonable public access to the POPOS (subject to Developer’s and its assignees’ rights to reasonably restrict access, including to allow for private programming and events) and operation, repair, reconstruction and maintenance responsibilities described above for the life of such POPOS.

Developer or Vertical Developer shall Complete, or cause to be Completed, all POPOS (i) in accordance with this DDA (including the Schedule of Performance), and (ii) in a good and workperson-like manner, without material defects, in accordance with the Construction Documents and all applicable Authorizations. If following a Sub-Phase Approval that includes a POPOS, Developer (a) fails to Commence or Complete such POPOS in accordance with the Schedule of Performance or (b) except during the period of any delay permitted under Article 24 or Article 27, abandons its work on such POPOS without the Approval of the Agency Director for more than forty-five (45) consecutive days or a total of ninety (90) days, and such failure or abandonment continues for a period of thirty (30) days following Developer’s receipt of notice thereof from the Agency, then unless and until such breach is materially cured or Developer has made material progress to satisfy such requirement to the reasonable satisfaction of the Agency, the Agency Director may elect, in his or her sole discretion, not to Approve any Assignment and Assumption Agreement with respect to Developer’s Transfer of a Lot in the Sub-Phase in which such POPOS is located.

6. **Preservation Guidelines.** Section 8.2(d) is hereby added to the DDA as follows:

(d) Preservation Guidelines. Any rehabilitation of Dry Dock 4 shall comply with the Preservation Guidelines attached to this DDA as Exhibit GG (as such Preservation Guidelines may be revised from time to time).

7. **Deed Restrictions.** Section 11.6 of the DDA is hereby deleted and replaced with the following:

11.6 Deed Restrictions for Non-Stadium Alternative. The Parties anticipate that the environmental remedies selected by the Navy in Final Records of Decision for certain real property in the Shipyard Site will require the imposition of land use and activity restrictions on such property. Such land use restrictions will be contained in quitclaim deeds from the Navy for such property or in other enforceable restrictions imposed on such property. The Parties acknowledge and agree that the Non-Stadium Alternative described in this DDA is (i) the basis for Developer's financial expectations for development of the Project Site and (ii) preferred by Developer, the Agency and the City over other non-stadium alternatives analyzed in the Project EIR. However, in order to develop the residential component of the Non-Stadium Alternative on the Shipyard Site, the approval of the Navy and environmental regulatory agencies will be required. Developer may seek such necessary third-party approvals or modifications to restrictions to permit the residential component of the Non-Stadium Alternative, and the Agency shall reasonably cooperate with Developer in such actions. If, despite such efforts, Developer has not obtained all such necessary third-party approvals or modifications by the Outside Date for submittal of a Sub-Phase Application for any Sub-Phase in the Non-Stadium Alternative, then such Outside Date shall be automatically extended by one (1) year. Developer shall thereafter submit a Sub-Phase Application for such Sub-Phase that is consistent with the applicable third-party approvals, land use restrictions and modifications thereto that Developer obtains, if any. Following the Sub-Phase Approval thereof, if any, the Parties shall make adjustments to this DDA (including the Development Plan and other Exhibits) and use their respective commercially reasonable efforts to make adjustments to the Redevelopment Documents, in each case to the extent necessary to enable development consistent with such Sub-Phase Approval.

8. **Agency Costs.**

(a) Agency Costs. Section 19.2 of the DDA is hereby deleted and replaced with the following (and, for the avoidance of doubt, such deletion and replacement shall be effective only upon the Third Amendment Effective Date, with Section 19.2 as in effect prior to the Third Amendment Effective Date controlling with respect to the period prior to the Third Amendment Effective Date):

19.2 Definition. "Agency Costs" means the reasonable costs and expenses actually incurred and paid by the Agency in performing its obligations under this DDA and, to the extent required under the CCRL, as amended by the Redevelopment Dissolution Law, Cal. Health & Safety Code §§ 34170 et seq., the Redevelopment Plans, in each case to the extent that those obligations relate to the Project Site, including (and limited to) (i) the hourly costs of Agency employees who perform such obligations, determined by the

salary of such employees determined on an hourly basis plus an amount not to exceed (A) with respect to the period commencing on the Third Amendment Effective Date and ending on the date that is one (1) year thereafter (the “**First Anniversary**”), one hundred percent (100%) of such salary, (B) with respect to the period commencing on the day after the First Anniversary and ending on the date that is one (1) year thereafter (the “**Second Anniversary**”), one hundred fifty percent (150%) of such salary or (C) with respect to the period after the Second Anniversary, one hundred eighty-five percent (185%) of such salary, in any case for general overhead, benefits and administration *multiplied by* the number of actual hours (billed in not more than quarter hour increments) worked by such employees in performing such obligations, (ii) fees of third-party professionals engaged by the Agency to perform such obligations, (iii) costs incurred and paid by the Agency (a) to City Agencies under the Interagency Cooperation Agreement (excluding costs incurred for any City permit application or processing fees paid directly by Developer or Vertical Developers to the City and any indemnification costs incurred by the Agency under section 10.5 of the Interagency Cooperation Agreement that are not Approved by Developer in its sole discretion), (b) to the Planning Department under the Planning Cooperation Agreement (excluding any costs incurred for any City permit application or processing fees paid directly by Developer or Vertical Developers to the City) and (c) under any Land Acquisition Agreement, to the extent Approved by Developer, (iv) costs of the City Attorneys' Office, at the lowest rates regularly charged by the City Attorneys' Office to similarly situated third-party developers (which shall in no event exceed comparable rates charged by private law firms in the City with approximately the same number of attorneys as employed by the City Attorneys' Office), including the costs of defending any suits or actions in defense of this DDA and the Project EIR relied upon by the Agency in approving this DDA (for the avoidance of doubt, including as amended from time to time) and (v) costs specifically identified as Agency Costs under this DDA (but subject to this Article 19). Agency Costs do not include (1) general and administrative costs or overhead of the Agency except as permitted in clause (i) above, (2) costs incurred before the Reference Date that have been reimbursed or paid by Developer or other Persons, (3) fees or costs incurred in connection with an amendment of the Redevelopment Requirements for which there has been no Developer's Consent, (4) dispute resolution costs for disputes between the Agency and Developer, which shall be awarded by the arbitrator or court, as applicable, (5) costs recovered by the Agency from permits, fees or other third-party payments, (6) costs associated with the Agency's or the City's improvement of Public Property and (7) Mandated Payments.

(b) Agency Annual Fee. Section 19.8 of the DDA is hereby deleted.

9. **Building 813**. Section 6.4 is hereby added to the DDA as follows:

6.4 Building 813 Site. That certain real property depicted in Exhibit HH (together with all improvements located thereon, the “Building 813 Site”) shall be conveyed to Developer pursuant to section 3.4.2 promptly following the grant of the first Sub-Phase Approval that includes the Building 813 Site.

10. **Preservation Alternative.** Section 18.2 of the DDA is hereby deleted and replaced with the following:

18.2 **Preservation Alternative.** The Parties acknowledge and agree that (i) it is not economically feasible to preserve the Historic Structures under the Stadium Alternative, (ii) the feasibility of preserving the Historic Structures under the Non-Stadium Alternative is currently uncertain and (iii) development of the real property containing the Historic Structures is not anticipated for some time. Under the Non-Stadium Alternative (i.e., if a Stadium Termination Event occurs), Developer shall notify the Agency not later than one hundred twenty (120) days before Developer submits a Sub-Phase Application for Sub-Phase HP-05 if Developer believes that preservation of one or more of such Historic Structures is not economically feasible. Following such notification, Developer and the Agency staff shall meet and confer for a period of not less than ninety (90) days (and such additional time as may be mutually agreed upon), and the Agency shall perform such analysis as may be necessary in order to determine the feasibility of preserving the Historic Structures in accordance with applicable standards under CEQA. Developer agrees to provide such additional information as may be reasonably requested by the Agency to perform this analysis. All of the Agency's costs in performing the additional analysis shall be Agency Costs. Any final determination of the feasibility of preserving some or all of the Historic Structures under the Non-Stadium Alternative shall be made by the Agency Commission in its sole discretion as and to the extent required by law. If the Agency Commission so determines that it is not feasible to preserve one or more of the Historic Structures following such analysis, then it will adopt findings in support of this determination as required by CEQA before the Agency's consideration of the Sub-Phase Application for a Sub-Phase that includes any Historic Structure. Developer's Sub-Phase Application for a Sub-Phase that includes any Historic Structure shall reflect the preservation or elimination of the Historic Structures as set forth in any CEQA findings made by the Agency Commission; provided, that if no additional CEQA findings are made or the CEQA findings support the preservation of one or more of the Historic Structures, then Developer's obligations with respect to the retained Historic Structures shall be limited to the Completion of the Infrastructure to support the potential reuse of such Historic Structures by a Vertical Developer or others and Developer shall not be obligated to rehabilitate or cause the construction of improvements to such Historic Structures required for their reuse. The period of any meet and confer and feasibility analysis by the Agency, beyond the ninety (90) days set forth above, shall be considered Administrative Delay. Notwithstanding anything to the contrary in this DDA, in no event shall Developer have the right to remove the Historic Structures, or take development actions premised on the removal of the Historic Structures, under the Stadium Alternative before the Stadium Condition Cutoff Date, or if the Stadium Condition is satisfied, before the Final Stadium Agreement Cutoff Date.

11. **Payment In Lieu of Taxes.** Section 4.1.1 is hereby added to the DDA as follows:

4.1.1 **Payment in Lieu of Taxes for Tax Exempt Entities.** Developer shall not Transfer a Lot that, pursuant to its Assignment and Assumption Agreement, includes non-residential uses identified in Section 1.2.2, to any Person, or lease or otherwise grant any occupancy rights for space in Improvements owned by Developer to any Person for any use, that is exempt from ad valorem real property taxes without first (i) obtaining from such Person a

binding contractual commitment (each, a “**PILOT Agreement**”), in a form Approved by and for the benefit of the Agency, obligating such Person to make a payment in lieu of taxes equal to the full amount of (x) the ad valorem real property taxes to the extent benefitting the Agency and the City, and (y) Project Special Taxes, in any case that would have been assessed against the Lot or Improvements notwithstanding such ownership, use or occupancy by such Person; (ii) itself entering into a binding PILOT Agreement, in form Approved by and for the benefit of the Agency, requiring Developer to make a payment in lieu of taxes equal to the full amount of (x) the ad valorem real property taxes to the extent benefitting the Agency and the City and (y) Project Special Taxes that would have been assessed against the Lot or Improvements notwithstanding such ownership, use or occupancy by such Person; or (iii) obtaining Approval of the Agency in its sole discretion of such Transfer, lease or occupancy notwithstanding the lack of a PILOT Agreement. Any such payments shall be used by the Agency consistent with the Financing Plan. No PILOT Agreement shall be required with respect to any Unit, childcare facility or the conveyance of property to a utility, Management Entity, owners association or similar Person. In addition, no PILOT Agreement shall be required with respect to an aggregate of up to one hundred thousand (100,000) square feet of space in the Project designated by Developer. The form of any PILOT Agreement shall be Approved by Developer and the Agency. The Agency shall meet and confer with Developer or any Vertical Developer of any such Lot or Improvements upon request for purposes of considering whether a PILOT Agreement is in the best interests of the Project. The obligations of this Section 4.1.1 (and any Assignment and Assumption Agreement with respect thereto and any PILOT Agreement) shall automatically terminate upon the first to occur of: (a) the expiration of the Shipyard Redevelopment Plan (with respect to real property within the Shipyard Site) or of the BVHP Redevelopment Plan (with respect to real property within the Candlestick Site); and (b) the date that all Tax Allocation Debt is repaid in full or defeased. Each Assignment and Assumption Agreement entered into with a Vertical Developer following the Third Amendment Effective Date shall include a provision consistent herewith applicable to the Lot subject thereto requiring compliance herewith by the applicable Vertical Developer.

12. **Final Public Improvements.** Section 26.7 of the DDA is hereby deleted and replaced with the following:

26.7 Agency Election to Develop Final Public Improvements in Major Phase 3. The Parks and Open Space Plan, the Infrastructure Plan, the Schedule of Performance and the Phasing Plan for Major Phase 3 provide for the design and improvement of Wedge Park 2b, The Last Rubble, Wind Meadow, CP Neighborhood Park, Wedge Park 3, Bayview Gardens, Grasslands South 1, Grasslands South 2, Heritage Park, Palou Ave, Waterfront Promenade North Pier, Community Sports Fields, Maintenance Yard, Grassland Ecology Park, and Multi-Use Open Space. In granting the Major Phase Approval for Major Phase 3, if Developer does not elect in its sole discretion to provide Adequate Security for such improvements at the time of its first Sub-Phase Approval for Major Phase 3 (notwithstanding that such improvements may not be associated with such Sub-Phase), then the Agency shall have the right to elect to sever any or all of such improvements (such elected improvements and such other improvements in Major Phase 3 as may be Approved by Developer and the Agency Director in their respective sole discretion, the “**Final Public Improvements**”) from this DDA. If the Agency so elects, (i) the Final Public Improvements shall be severed from

this DDA and Developer shall be released from all of Developer's obligations under this DDA related to the Final Public Improvements, including the obligation to submit the information required therefor under the DRDAP, to pay Agency Costs related to the Final Public Improvements and to construct the Final Public Improvements, (ii) the Agency shall design and construct the Final Public Improvements in the same manner and to the same extent that Developer would have been obligated to construct such Final Public Improvements but for the Agency's election, except that the Schedule of Performance shall not apply to the Agency's construction thereof and, to the extent required due to a shortage of funds, the Agency may be permitted to undertake value engineering to reduce the cost of such Final Public Improvements to reflect available funding and (iii) from and after the applicable Outside Date for the Commencement of each Final Public Improvement, the Agency may retain Candlestick Proceeds and/or Shipyard Proceeds from the Major Phase Increment Allocation Amount available in Major Phase 3 (as available consistent with section 1.4(c)(ii) of the Financing Plan) for the sole purpose of performing its obligations under clause (ii) above. The amount of any such retention shall not exceed the estimated cost to the Agency of completing the Final Public Improvements (the "**Final Public Improvements Cost**"), determined as follows: not less than ninety (90) days before submitting the Major Phase Application for Major Phase 3, Developer shall notify the Agency of its detailed estimate of the Final Public Improvement Cost, together with appropriate backup information. Developer's cost estimate shall be reviewed by a cost estimator Approved by the Agency Director and Developer. Following such review, the Agency and Developer shall meet and confer for a period of not less than sixty (60) days to reach agreement on the Final Public Improvement Cost. If the Agency and Developer are not able to reach agreement during such meet and confer period, the Final Public Improvement Cost shall be determined by arbitration in accordance with Section 15.2. The Parties acknowledge and agree that any retention under this Section 26.7 shall be formulated so as not to increase the costs to Developer of performing its obligations under this DDA or accelerate its costs for performance under this DDA.

13. **Development Plan for Non-Stadium Alternative**. The Development Plan for the Non-Stadium Alternative attached to the DDA as exhibit A-B-B thereto is hereby deleted and replaced by Exhibit 6 hereto. The Fire Station Lot identified thereon is subject to change in accordance with the DDA and any subsequent agreement between the Parties and the San Francisco Fire Department on an alternate location within the Shipyard Site for the Fire Station Lot.

14. **Conforming Amendments**.

- (a) **Definitions**. All terms defined in this Third Amendment, or in the First Amendment or Second Amendment, that are not otherwise defined in the DDA and are used in provisions that have been inserted into or added to the DDA are hereby added to section 2 of Exhibit B of the DDA and/or, with respect to a definitions applicable to the Community Benefits Plan, the Below-Market Rate Housing Plan and/or the Financing Plan, the applicable definition section of such Exhibits.
- (b) **Exhibits**. The Below-Market Rate Housing Plan, the Community Benefits Plan and the Financing Plan are hereby amended as described on Exhibits 1, 2 and 3 hereto,

respectively. Exhibits 4 and 5 hereto are hereby added to the DDA as exhibits GG and HH, respectively.

- (c) Project EIR. The definition of Project EIR in the DDA is hereby deleted in its entirety and replaced with the following:

“**Project EIR**” means the Environmental Impact Report for Candlestick Point – Hunters Point Shipyard Phase II certified by the Planning Commission and Agency Commission on or about the Reference Date, and any subsequent addenda or environmental review approved for the Project.

15. **Conforming Amendments to DDA Exhibits**. Contemporaneously herewith, the Agency and Developer have Approved (or recommended approval of) amended and restated versions of the Infrastructure Plan, Transportation Plan, Parks and Open Space Plan, DRDAP, Phasing Plan, and Schedule of Performance that reflect implementation of the Updated Program. Upon approval by the City, as necessary under the ICA, the Infrastructure Plan, Transportation Plan, Parks and Open Space Plan, DRDAP, Phasing Plan, and Schedule of Performance, each as amended in connection with this Third Amendment, shall be attached hereto and recorded herewith in the Official Records.

16. **Miscellaneous**.

- (a) Incorporation. This Third Amendment constitutes a part of the DDA as amended by this Third Amendment and any reference to the DDA shall be deemed to include a reference to the DDA as amended by this Third Amendment.
- (b) Ratification. To the extent of any inconsistency between this Third Amendment and the DDA, the provisions contained in this Third Amendment shall control. As amended by this Third Amendment, all terms, covenants, conditions, and provisions of the DDA shall remain in full force and effect.
- (c) Successors and Assigns. This Third Amendment shall be binding upon and inure to the benefit of the respective successors and assigns of the Agency and Developer, subject to the limitations set forth in the DDA.
- (d) Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties hereto notwithstanding that each of the parties hereto may have signed different counterparts. Delivery of this Third Amendment may be effectuated by hand delivery, mail, overnight courier, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.
- (e) Governing Law; Venue. This Third Amendment shall be governed by and construed in accordance with the laws of the State of California. The parties hereto shall not be required to take any actions implementing this Third Amendment to the extent inconsistent with the Redevelopment Plans; in the event of any such inconsistency(ies),

the Parties shall meet and confer upon the request of either Party for a period of not longer than fifteen business days (or such other period to which the Parties shall mutually agree) concerning resolution of such inconsistency(ies). The parties hereto agree that all actions or proceedings arising directly or indirectly under this Third Amendment shall be litigated in courts located within the City and County of San Francisco, State of California.

- (f) Integration. This Third Amendment contains the entire agreement between the parties hereto with respect to the subject matter of this Third Amendment. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Third Amendment. No prior drafts of this Third Amendment or changes from those drafts to the executed version of this Third Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party hereto or any other person, and no court or other body shall consider those drafts in interpreting this Third Amendment.
- (g) Further Assurances. The Agency Director and Developer shall execute and deliver all documents, amendments, agreements, and instruments reasonably necessary or reasonably required in furtherance of this Third Amendment, including as required in connection with other documents and agreements attached to the DDA or incorporated therein by reference, and other documents reasonably related to the foregoing.
- (h) Authority and Enforceability. Developer and the Agency each represents and warrants to the other that the execution and delivery of this Third Amendment, and the performance of its obligations hereunder, have been duly authorized by all necessary action, and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to it, or any present law or governmental regulation or court decree.
- (i) Effective Date. This Third Amendment shall become effective on the latest to occur of (the “**Third Amendment Effective Date**”): (w) the date that it is duly executed and delivered by the parties hereto; (x) the effective date of a resolution adopted by the Oversight Board approving this Third Amendment; (y) the date of approval or deemed approval of this Third Amendment by DOF; and (z) the effective date of a resolution approving this Third Amendment adopted by the Agency Commission.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and Developer have each caused this Third Amendment to be duly executed on its behalf as of the Third Amendment Effective Date.

AGENCY:

Authorized by Agency Resolution No. ____
adopted _____, 2018

Oversight Board Resolution No. ____
Adopted _____, 2018

Approved as to Form:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO,
a public body organized and existing under the
laws of the State of California

By: _____
Name: Nadia Sesay
Its: Agency Director

APPROVED AS TO FORM:

Jim Morales, General Counsel

By: _____
Aaron J. Foxworthy
Deputy General Counsel

DEVELOPER:

CP DEVELOPMENT CO., LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

State of California

County of _____

On _____, 2018 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

State of California

County of _____

On _____, 2018 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXHIBIT 4 TO THE THIRD AMENDMENT

EXHIBIT GG

Preservation Guidelines

[ATTACHED]

DRY DOCK 4 PRESERVATION GUIDELINES

A Secretary of the Interior's Standards for Preservation (Applicable Provisions)

1. A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
2. The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate, and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

Dry Dock 4: Guiding Principles

- The proposed treatment of Dry Dock 4 shall follow the requirements outlined in the Memorandum of Agreement (MOA) between the United States Navy, the Advisory Council on Historic Preservation, and the California State Historic Preservation Officer regarding the interim leasing and disposal of historic properties on the former Hunters Point Naval Shipyard in San Francisco, California, under which the lease agreements require tenants to follow the recommended practices of the SOI Standards in maintaining or adapting these historic properties for use.
- Proposed treatment of Dry Dock 4 shall follow the treatment plan and methods developed for CP-HPS2 that has been previously found to conform to the SOI Standards (Lada Kocherovsky and Richard Sucre, Memorandum regarding Secretary of the Interior's Standards Evaluation of Proposed Treatments for Dry Docks 2, 3, and 4, October 5, 2009, prepared by Page & Turnbull for Therese A. Brekke, Lennar Urban) and are outlined by Moffatt & Nichol in a series of reports:
 - Moffatt & Nichol, *Candlestick Point/Hunter's Point Redevelopment Project, Proposed Shoreline Improvements* (September 2009);
 - Moffat & Nichol, *Hunter's Point Shoreline Structures Rapid Reconnaissance Investigation* (June 2009); and
 - Moffat & Nichol, *Hunters Point Shoreline Structures Assessment* (August 2009).
- Dry Dock 4 is identified in the National Register of Historic Places as a structural resource under the applicable criteria of "event: architecture engineering" and, more specifically, with an area of

significance related to military engineering. The Standards for Preservation and Guidelines for Preserving Historic Buildings apply not only to historic buildings, but also to a variety of historic resource types eligible to be listed in the National Register of Historic Places, including buildings, sites, structures, objects, and districts. Accordingly, proposed modifications to Dry Dock 4 shall comply with the Standards for Preservation outlined in the SOI's *Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*,^[1] which require conformance with the above Standards for Preservation.

Dry Dock 4: Preservation Guidelines

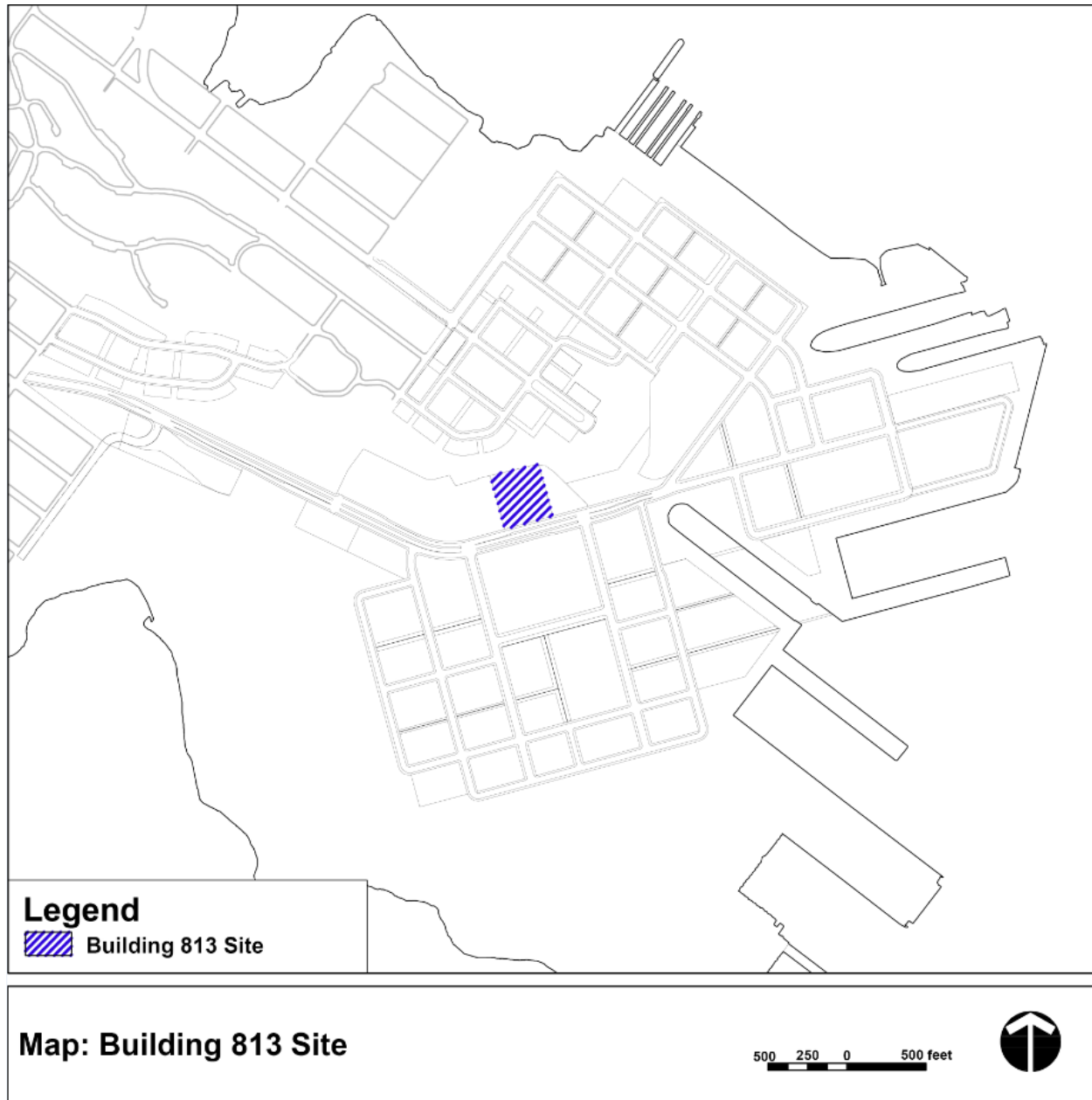
- Preservation Guidelines for Dry Dock 4 have been developed to guide the preliminary design of the improvements associated with Dry Dock 4. These guidelines may be refined as part of the final design provided the following occurs:
- All character-defining features, materials, finishes, and construction techniques or examples of craftsmanship of Dry Dock 4 would be permanently retained;
- The bridge and abutment design and construction process would not permanently and irreversibly remove character-defining features or materials of the dry dock or its setting;
- The two bridge spans would not permanently and irreversibly alter character-defining features of the dry dock;
- The open visual character of Dry Dock 4 and the spaces and spatial relationships between the water-filled dry dock and adjacent deck around the dry dock whose outer limits are defined by the location of the bollards that surround the dry dock would be permanently retained;
- Grading required to protect the site from sea level rise may require that the bollards surrounding the dry dock would be temporarily removed, but they would be returned to a location that retains the horizontal, spatial relationship between the bollards and the dry dock;
- The installation of seating around the dry dock would occur on top of the land surface and would be provided in a manner that integrates the seating with a gradual raise in the proposed grade of the surrounding dry dock to accommodate sea level rise and would not permanently and irreversibly remove any character-defining materials or features;
- The seating would preserve the open visual character of the landscape and the spaces and spatial relationships between the dry dock and its setting;
- While the open visual character of the landscape and the spaces and spatial relationships between the dry dock and its setting would be preserved, the design would still allow for active and passive recreational uses;
- The design would be modern in character and differentiated from the historic structure, and no changes would be made that would create a false sense of historical development or add conjectural features;
- The design would be differentiated from the old and would be contemporary and industrial in aesthetic and utilitarian in the use of materials;
- The design would be compatible with the historic materials, features, size, scale and proportion, and massing protect the integrity of the dry dock and setting;
- The design would not obscure the character-defining features, spaces, spatial relationships, or views of the dry dock; and
- The design would be reversible to allow the new construction to be removed in the future, which would ensure that the integrity and significance of Dry Dock 4 would not be materially impaired.

^[1] U.S. Department of the Interior, 2017.

EXHIBIT 5 TO THE THIRD AMENDMENT

EXHIBIT HH

Depiction of the Building 813 Site



DEVELOPMENT PLAN AMENDMENTS

SUMMARY

The Development Plan for the non-stadium alternative is Exhibit A-B-B in the HPS2/CP and illustrates the location and types of the land uses contemplated for the HPS2/CP Project. Upon further evaluation of the non-stadium development program for the HPS Project Area, the Developer is now proposing changes primarily to the land use program in HPS Phase 2 as well as the Phasing Plan and Schedules of Performance for both HPS Phase 2 and the Candlestick Site (See Memorandum Attachments 7a and 8a for details on the phasing and schedule changes). As part of the BVHP Redevelopment Plan Amendment, the parcels that were along Jamestown Avenue are being shifted from Zone 1 to Zone 2 of the BVHP Redevelopment Project Area, thereby moving them outside the boundaries of the HPS2/CP Project.

The Developer worked with award-winning architect Sir David Adjaye to create a new vision for the proposed land use plan at HPS Phase 2, one that is reflective of the historic layout of the Shipyard and results in a new street grid and arrangement of development blocks. As a result, configuration of parks and open space has changed, but with an overall increase in the total amount of parks. Existing land uses are retained (residential, R&D/office, retail, artists space, community use space, parking, marina) with increases as noted below, and new uses are included (hotel, institutional).

DETAILED AMENDMENT OVERVIEW

The Development Plan document itself is a visual representation of the land uses, but is predicated on the changes described below:

*Amendments to the **Residential** Land Uses include:*

Shift in Housing Units between HPS2 and Candlestick:

- The Developer is proposing to change the distribution of the allowed residential units between Shipyard Phase 2 and the Candlestick Site, as well as including 172 housing units in the HPS2/CP Project that were originally planned for Phase 1 of the Shipyard. These changes do not result in any net increase or decrease to the full residential development of the Shipyard or Candlestick Sites, which remains at 12,100; but merely change the geographic distribution of the planned units. The HPS Phase 1 development would then provide up to 1428 housing units,¹ and the HPS2/CP Project would provide up to 10,672 housing units. Within the HPS2/CP Project, the Phase 2 allocation would decrease by 821 units to 3,454 units, and the Candlestick allocation would increase by 993 units to 7,218 units.
- As in the current plan, certain housing lots are designated as “Agency Lots” that will be developed as stand-alone 100% affordable housing. The locations of these lots in are in similar general locations in HPS Phase 2 as in the Current Plan, however they have been shifted to accommodate the new block layout. See Memorandum Attachment 10d for the proposed BMR Housing Plan Exhibit F-B.

¹ A minor conforming amendment to the HPS Phase 1 DDA will be processed to avoid confusion concerning the remaining entitlement of the Phase 1 Developer.

Amendments to the **Non-Residential** Land Uses include:

THE HPS2/CP DDA currently provides the Developer up to 3,430,000 square feet of entitlement for non-residential uses (e.g. R&D/Office, retail, etc). The proposed 3rd Amendment to the HPS2/CP DDA would provide a net increase of 2,071,000 square feet of non-residential uses to the HPS2/CP Project. Specifically those changes are:

HPS Phase 2			
	2010	Change	2018
Artist Studio	255,000	0	255,000
Community Use	50,000	0	50,000
FAC/Performance Venue	0	0	0
Hotel	0	120,000	120,000
Institution	0	410,000	410,000
R&D/Office	3,000,000	1,265,000	4,265,000
Regional Retail	0	100,000	100,000
Neighborhood Retail	125,000	101,000	226,000
Maker Space	0	75,000	75,000
Non-Residential Square Footage	3,430,000	2,071,000	5,501,000

Amendments to the **Parks & Open Space** Land Uses include:

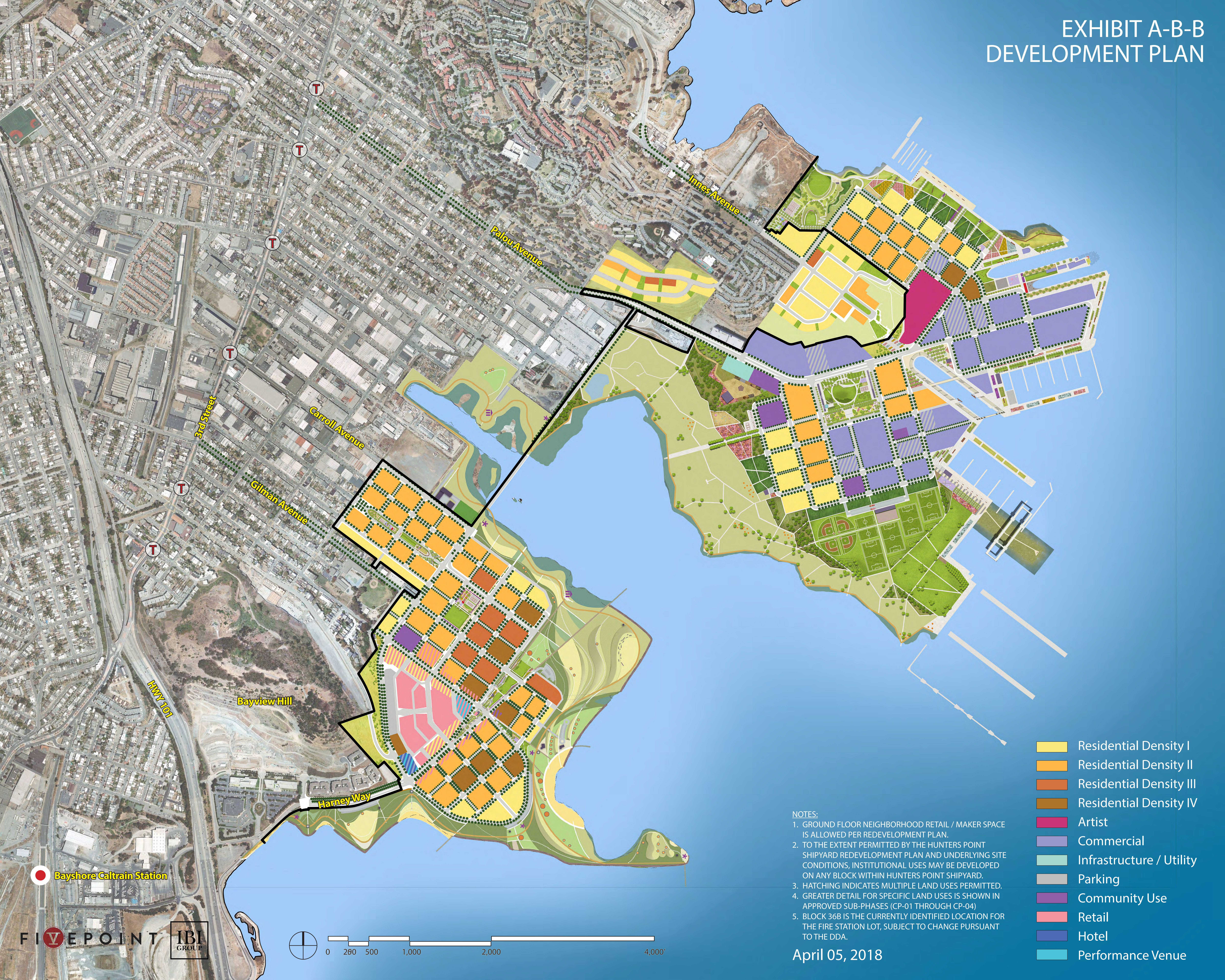
Net Increase to Park Acreage

- Overall park acreage will increase by 10.7 acres. Please see Memorandum Attachment 14a for a detailed description of those changes

Reconfiguration of Parks and Open Spaces

- Changes are primarily in HPS Phase 2. Please see Memorandum Attachment 14a for a detailed description of those changes

EXHIBIT A-B-B DEVELOPMENT PLAN



NOTES:

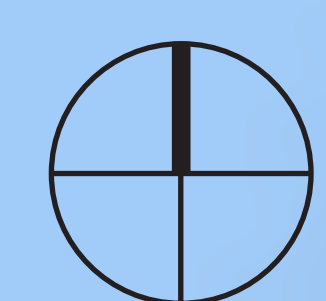
1. GROUND FLOOR NEIGHBORHOOD RETAIL / MAKER SPACE IS ALLOWED PER REDEVELOPMENT PLAN.
2. TO THE EXTENT PERMITTED BY THE HUNTERS POINT SHIPYARD REDEVELOPMENT PLAN AND UNDERLYING SITE CONDITIONS, INSTITUTIONAL USES MAY BE DEVELOPED ON ANY BLOCK WITHIN HUNTERS POINT SHIPYARD.
3. HATCHING INDICATES MULTIPLE LAND USES PERMITTED.
4. GREATER DETAIL FOR SPECIFIC LAND USES IS SHOWN IN APPROVED SUB-PHASES (CP-01 THROUGH CP-04)
5. BLOCK 36B IS THE CURRENTLY IDENTIFIED LOCATION FOR THE FIRE STATION LOT, SUBJECT TO CHANGE PURSUANT TO THE DDA.

April 05, 2018

- Residential Density I
- Residential Density II
- Residential Density III
- Residential Density IV
- Artist
- Commercial
- Infrastructure / Utility
- Parking
- Community Use
- Retail
- Hotel
- Performance Venue

FIVE POINT

IBI
GROUP



0 250 500 1,000 2,000 4,000'

Bayshore Caltrain Station

Bayview Hill

Harney Way

3rd Street

Carroll Avenue

Gilman Avenue

Innes Avenue

Palou Avenue

PHASING PLAN AMENDMENTS

SUMMARY

The Phasing Plan is Exhibit C-B of the CP-HPS2 DDA, and is a companion to the Schedule of Performance (Exhibit D-B to the DDA). The Schedule of Performance identifies specific portions of Project Infrastructure and assigns Completion Outside Dates which act as deadlines for their completion; the Phasing Plan identifies their geographic locations.

The Phasing Plan and Schedule of Performance are updated with each Major Phase Application and Sub-Phase Application approval, because those submittals are required to include any proposed changes to both Exhibits. Therefore, the currently approved Phasing Plan, which these amendments would replace, is that approved in the Sub-Phases CP-02-03-04 Application on January 5, 2017.

The proposed amendments to the Phasing Plan (the “Amendments”) primarily implement the redesign of HPS Phase 2 but also include some phasing refinements in Candlestick. They reflect the consolidation of Major Phases at Candlestick Point and Hunters Point Shipyard Phase 2, anticipated schedule for transfer of Navy parcels, and better alignment of Associated Public Benefits such as parks and off-site street improvements with vertical development. The Amendments have been reviewed by OCII and Municipal Transportation Agency staff.

DETAILED AMENDMENT OVERVIEW

*Amendments to the **HPS Phase 2** portion of Phasing Plan include:*

Number of Phases:

- The number of HPS2 Major Phases is reduced from four to three.
- The number of HPS2 Sub-Phases is reduced from 17 to six.

Order of Phases

- The geographic sequence of development is changed. Under the currently approved phasing, construction of HPS2 begins with Major Phase 1 at the northern edge, in the area of Innes Avenue and Northside Park. The following phases advance southward, with the final Major Phase 4 reaching the southern edge, in the area of Arellous Walker Drive and Yosemite Slough Bridge. Under the Amendments, construction will instead generally progress from the inland parts of HPS2 towards the shoreline.
 - Major Phase 1 will include Crisp Avenue, the Green Room and nearby residential and commercial blocks, and the most inland residential blocks in the northern part of HPS2.
 - Major Phase 2 will include the remaining blocks in the northern part of HPS2, Dry Dock 4, the Water Room and nearby commercial blocks, and the Community Sports Field Complex.
 - Major Phase 3 will include Heritage Park and nearby commercial blocks, and Grasslands Ecology Park and nearby residential blocks.

- This change will facilitate the establishment of a more self-sufficient neighborhood, including retail uses, employment, and open space with recreational facilities, earlier in the buildout of HPS2.

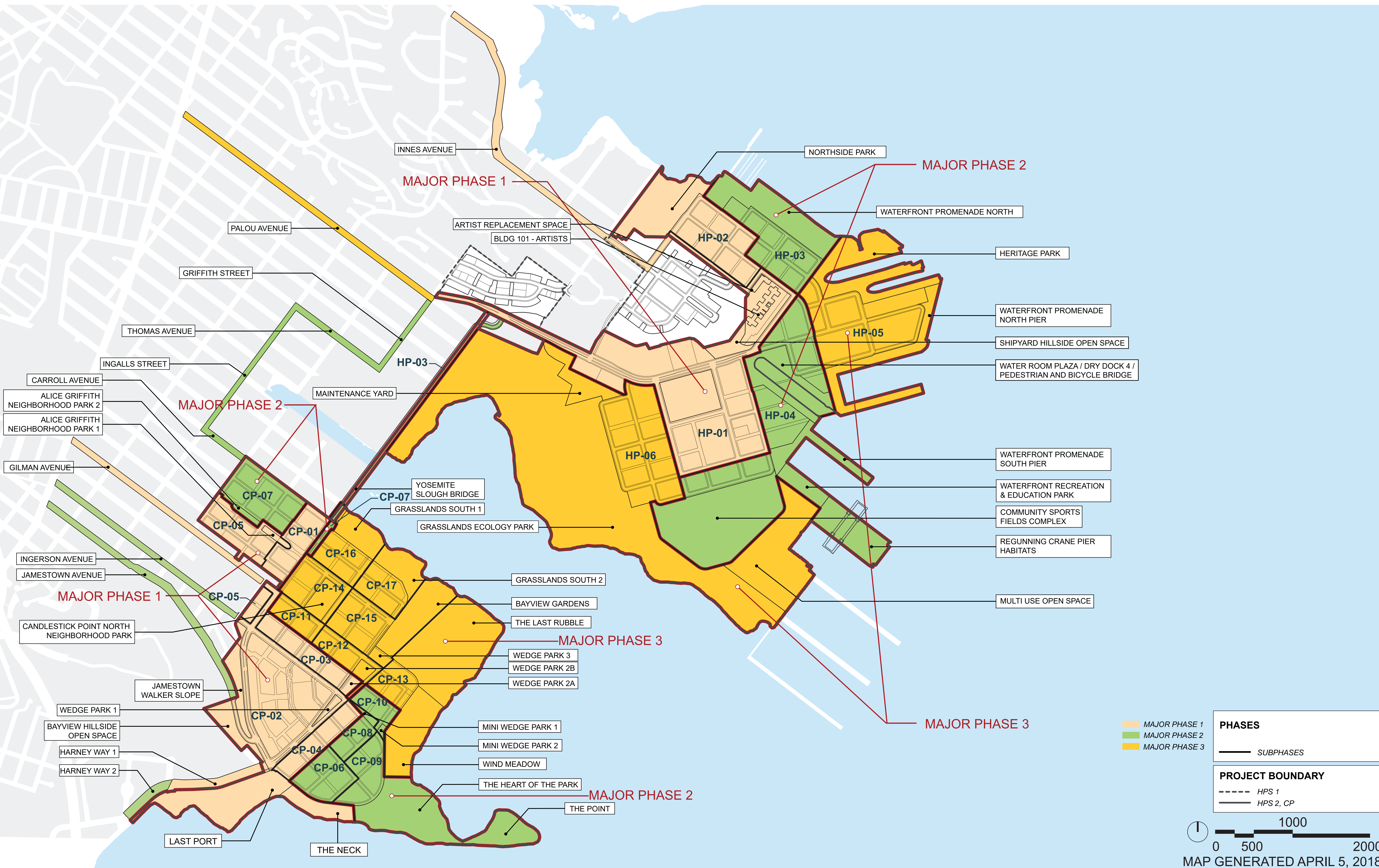
*Amendments to the **Candlestick** portion of Phasing Plan include:*

Number of Phases:

- The number of CP Major Phases is reduced from four to three.
- The number of CP Sub-Phases is reduced from 18 to 17.

Order of Phases:

- The geographic sequence of development is changed. Under the currently approved phasing, Candlestick Park North and Candlestick Park South are developed in parallel, with blocks nearer to CP Center completed in Major Phase 2 and blocks further away completed in Major Phase 3; and the final portion of Candlestick Park North completed in Major Phase 4. Under the Amendments, Candlestick Park South would be built first, in Major Phase 2; and Candlestick Park North would follow, in Major Phase 3.
- Sub-Phase CP-05 in Major Phase 1 is enlarged by adding Alice Griffith blocks 13, 15, and 16. These blocks are currently in Sub-Phase CP-09 in Major Phase 2. This change would effectively advance the three blocks earlier in the sequence of construction.
 - Block 13 is a market-rate housing lot.
 - Block 15 is currently a market-rate housing lot, but is proposed to be converted to an Alice Griffith Replacement below-market rate housing lot pursuant to the Project amendments now being considered.
 - Block 16 is currently an OCII Workforce Housing lot, but is proposed to be converted to a non-BMR housing lot, potentially to be used for a San Francisco Unified School District school, pursuant to the Project amendments now being considered.



SCHEDULE OF PERFORMANCE AMENDMENTS

SUMMARY

The Schedule of Performance is Exhibit D-B of the CP-HPS2 DDA, and is a companion to the Phasing Plan (Exhibit C-B to the DDA). The Schedule of Performance identifies specific portions of Project Infrastructure and assigns Completion Outside Dates which act as deadlines for their completion; the Phasing Plan identifies their geographic locations.

The Phasing Plan and Schedule of Performance are updated with each Major Phase Application and Sub-Phase Application approval, because those submittals are required to include any proposed changes to both Exhibits. Therefore, the currently approved Schedule of Performance, which these amendments would replace, is that approved in the Sub-Phases CP-02-03-04 Application on January 5, 2017.

The proposed amendments to the Schedule of Performance (the “Amendments”) primarily implement the redesign of HPS Phase 2 but also include some phasing refinements in Candlestick. They reflect the consolidation of Major Phases at Candlestick Point and Hunters Point Shipyard Phase 2, anticipated schedule for transfer of Navy parcels, and better alignment of Associated Public Benefits such as parks and off-site street improvements with vertical development. The Amendments have been reviewed by OCII and Municipal Transportation Agency staff.

DETAILED AMENDMENT OVERVIEW

*Amendments to the **HPS Phase 2** portion of the Schedule of Performance include:*

Number of Phases:

- The number of HPS2 Major Phases is reduced from four to three.
- The number of HPS2 Sub-Phases is reduced from 17 to six.

Order of Phases

- *Information also provided in the Phasing Plan Amendments:* The geographic sequence of development is changed. Under the currently approved phasing, construction of HPS2 begins with Major Phase 1 at the northern edge, in the area of Innes Avenue and Northside Park. The following phases advance southward, with the final Major Phase 4 reaching the southern edge, in the area of Arellious Walker Drive and Yosemite Slough Bridge. Under the Amendments, construction will instead generally progress from the inland parts of HPS2 towards the shoreline.
 - Major Phase 1 will include Crisp Avenue, the Green Room and nearby residential and commercial blocks, and the most inland residential blocks in the northern part of HPS2.
 - Major Phase 2 will include the remaining blocks in the northern part of HPS2, Dry Dock 4, the Water Room and nearby commercial blocks, and the Community Sports Field Complex.
 - Major Phase 3 will include Heritage Park and nearby commercial blocks, and Grasslands Ecology Park and nearby residential blocks.

- This change will facilitate the establishment of a more self-sufficient neighborhood, including retail uses, employment, and open space with recreational facilities, earlier in the buildout of HPS2.

“Outside” Dates

- Application Outside Dates, Commencement Outside Dates, and Completion Outside Dates are revised to reflect schedule changes subsequent to approval of the current Schedule of Performance.

Additional Footnotes

- A footnote is added to the Schedule of Performance which provides that the Innes Avenue off-site improvement must be completed by the earlier of the Completion Outside Date or before Certificate of Final Completion and Occupancy (“CFCO”) for the 300th unit in Sub-Phase HP-02. This is intended to ensure that Innes Avenue will be complete prior to substantial build-out of the HPS2 land uses which will lead to increased private vehicle and transit vehicle traffic on Innes Avenue.
- A footnote is added to the Schedule of Performance which provides that in the event of a failure to meet the Commencement Outside Date for Yosemite Slough Bridge, which is part of the route for Bus Rapid Transit (“BRT”) service connecting CP and HPS2, the Commencement Outside Date and Completion Outside Date for the Ingalls/ Thomas/ Carroll/ Griffith off-site improvement would be accelerated by one year. This would facilitate the use of that off-site improvement as an alternate route for BRT service.
- A footnote is added to the Schedule of Performance which provides that the Green Room will be completed no later than 12 months after Temporary Certificate of Occupancy for the second residential or commercial block of development in Sub-Phase HP-01 south of Crisp Road. This is intended to ensure that the Green Room is delivered timely so that the amenities located there are available for residents and employees in the neighborhood during early phases of Project build-out.
- A footnote is added to the Schedule of Performance which states: “It is the intent of the parties that together with the Approval of each Major Phase in the Project, this Schedule of Performance must be updated to link the Completion Outside Dates for Associated Public Benefits with associated vertical development and occupancy.” This is intended to ensure that any substantial acceleration of vertical development blocks will be accompanied with a corresponding acceleration of Associated Public Benefits.

*Amendments to the **Candlestick** portion of the Schedule of Performance include:*

Number of Phases:

- The number of CP Major Phases is reduced from four to three.
- The number of CP Sub-Phases is reduced from 18 to 17.

Order of Phases:

- *Information also provided in the Phasing Plan Amendments:* The geographic sequence of development is changed. Under the currently approved phasing, Candlestick Park North and Candlestick Park South are developed in parallel, with blocks nearer to CP Center completed in Major Phase 2 and blocks further away completed in Major Phase 3; and the final portion of Candlestick Park North completed in Major Phase 4. Under the Amendments, Candlestick Park South would be built first, in Major Phase 2; and Candlestick Park North would follow, in Major Phase 3.
- Sub-Phase CP-05 in Major Phase 1 is enlarged by adding Alice Griffith blocks 13, 15, and 16. These blocks are currently in Sub-Phase CP-09 in Major Phase 2. This effectively advances the three blocks earlier in the sequence of construction.
 - Block 13 is a market-rate housing lot.
 - Block 15 is currently a market-rate housing lot, but is proposed to be converted to an Alice Griffith Replacement below-market rate housing pursuant to the Project amendments now being considered.
 - Block 16 is currently an OCII Workforce Housing lot, but is proposed to be converted to a non-BMR housing lot, potentially to be used for a San Francisco Unified School District school, pursuant to the Project amendments now being considered.

“Outside” Dates

- Application Outside Dates, Commencement Outside Dates, and Completion Outside Dates are revised to reflect schedule changes subsequent to approval of the current Schedule of Performance.

EXHIBIT D-B
Schedule of Performance (Non-Stadium Alternative)

Major Phase 1						
	Sub-Phase	Associated Public Benefit	Application Outside Date	Commencement Outside Date	Completion Outside Date	
Major Phase 1 CP	CP-01	Bayview Hillside Open Space Jamestown Walker Slope Harney Way 1 Wedge Park 1 Gilman Ave Last Port ¹ The Neck ¹	10/1/13		12/31/24	
			10/1/13	10/1/15	9/30/17	
	CP-02		12/31/15	12/31/17	12/31/20	
				12/31/19	12/31/21	
				12/31/19	12/31/21	
				12/31/19	12/31/21	
				12/31/19	12/31/21	
				12/31/19	12/31/21	
				12/31/20	12/31/22	
				12/31/20	12/31/22	
	CP-03		12/31/15	12/31/17	12/31/20	
			12/31/20	12/31/22		
	CP-04		12/31/15	12/31/17	12/31/20	
	CP-05		Alice Griffith Neighborhood Park 1	6/30/18	6/30/20	6/30/22
					6/30/22	6/30/24
	Major Phase 1 HP		HP-01	Building 101 Infrastructure Artist Replacement Space Shipyards Hillside Open Space	12/31/17	
6/30/18		6/30/20			12/30/24	
		6/30/17			6/30/18	
		6/30/17			6/30/19	
		12/30/22	12/30/24			
HP-02		6/30/18	6/30/20		12/30/24	
			12/30/22		12/30/24	
			12/30/22		12/30/24	
	Major Phase 2					
	Sub-Phase	Associated Public Benefit	Application Outside Date	Commencement Outside Date	Completion Outside Date	
Major Phase 2 CP	CP-06	Harney Way 2 Ingerson Ave Jamestown Ave Alice Griffith Neighborhood Park 2 Ingalls/Thomas/Carroll/Griffith ³	12/31/18		12/31/27	
			12/31/18	12/31/20	12/31/22	
	CP-07		12/31/19	12/31/21	12/31/23	
					12/31/24	
					12/31/24	
					12/31/24	
	CP-08		12/31/19	12/31/21	12/31/23	
					12/31/23	
	CP-09		12/31/20	12/31/22	12/31/24	
					12/31/24	
					12/31/24	
	CP-10		12/31/21	12/31/23	12/31/25	
					12/31/25	
Major Phase 2 HP	HP-03	Yosemite Slough Bridge ³ Waterfront Promenade North	6/30/21		6/30/29	
			6/30/21	6/30/23	6/30/25	
				6/30/23	6/30/25	
	HP-04		6/30/24	6/30/24	6/30/26	6/30/28
					6/30/27	6/30/29
					6/30/27	6/30/29
					6/30/27	6/30/29
					6/30/28	6/30/30
					6/30/29	6/30/32
					6/30/28	6/30/30
Major Phase 3						
	Sub-Phase	Associated Public Benefit	Application Outside Date	Commencement Outside Date	Completion Outside Date	
Major Phase 3 CP	CP-11	Wedge Park 2b The Last Rubble ¹ Wind Meadow ¹	12/31/22		6/30/36	
			12/31/22	12/31/24	12/31/26	
	CP-12		12/31/23	12/31/25	12/30/27	
				12/30/27	12/30/29	
	CP-13		12/31/24	12/31/25	12/31/27	
					12/31/30	12/31/32
					12/31/27	12/31/29
	CP-14		12/31/25	12/31/26	12/31/27	
				12/31/27	12/31/29	
	CP-15		12/31/26	12/31/28	12/31/30	
				12/31/30	12/31/32	
	CP-16		12/31/27	12/31/30	12/31/32	
				12/31/30	12/31/32	
	CP-17		12/31/29	12/31/29	12/31/31	
				12/31/32	12/31/34	
CP-17	12/31/29	12/31/31	12/31/33			
		12/31/34	12/31/36			
Major Phase 3 HP	HP-05	Heritage Park Waterfront Promenade North Pier	6/30/30		6/30/36	
			6/30/30	6/30/32	6/30/34	
				6/30/33	6/30/35	
	HP-06		6/30/31	6/30/33	6/30/35	
					6/30/34	6/30/36
					6/30/34	6/30/36

¹ These Associated Public Benefits are part of Candlestick Point State Recreation Area (CPSRA) and are to be completed by CA State Parks. Master Developer obligation defined in State Parks Agreement.

² The Innes Avenue off-site improvement must be complete by the Completion Outside Date shown on the Schedule of Performance, or before the Certificate of Final Completion and Occupancy is issued for the 300th unit in Sub-Phase HP-02, whichever is sooner.

³ If the Commencement Outside Date is not met for the Yosemite Slough Bridge, the Commencement Outside Date and Completion Outside Date for Ingalls/Thomas/Carroll/Griffith will be accelerated by one year.

The Green Room will be completed no later than 12 months after Temporary Certificate of Occupancy of the second residential or commercial block of development in Sub-Phase HP-01 south of Crisp Road.

It is the intent of the parties that together with the Approval of each Major Phase in the Project, this Schedule of Performance must be updated to link the Completion Outside Dates for Associated Public Benefits with associated vertical development and occupancy.

DESIGN REVIEW & DOCUMENT APPROVAL PROCEDURES (DRDAP) AMENDMENTS

SUMMARY

Amendments to the Design Review and Document Approval Procedure (DRDAP) remove outdated references and clarify submittal requirements and processes. A new standalone process for the approval park and open space schematic and detailed design drawings has been created to facilitate community outreach on park design to be closer aligned to park delivery.

DETAILED AMENDMENT OVERVIEW

Amendments to the DRDAP include:

General Amendments

- Formatting changes made for greater clarity
- Incorrect references to sections within the document were corrected
- Typos corrected
- Exhibit E-C Deleted as its content was duplicative of the Schedule of Performance
- References to the PAC removed as that body no longer exists
- Clarified that the Developer is to submit plans and presentations to the CAC, not the Agency

§I.A Definitions

- The following definitions were added to the DRDAP and referenced throughout as appropriate
 - Open Space Application means, individually or collectively, as the context requires, the Schematic Design Documents Application, Design Development Application, or Construction Documents Application applicable to an Open Space Lot or POPOS.
 - POPOS are those privately owned publicly accessible open spaces identified in the Parks and Open Space Plan (as it may be amended from time to time).

§I.B.3 Arts Commission Design Review

- Arts Commission review of Signage Plan added

§I.B.5 CAC Comment on Document Submittals

- CAC review of Sub-Phase Applications added
- CAC review of any square footage transfer between Hunters Point Shipyard and Candlestick Point

§III Streetscape and Signage Plan Approvals

- Clarified that the signage plan includes wayfinding and directional signage within the public right-of-way and public parks, and that signage on private property will be addressed in the Design for Development
- Footnote added that reads: Unless otherwise Approved by Developer and the Agency Director, the Signage Plan shall include all provisions described in Exhibit E-B.

§IV.B Major Phase Application Submission

- Combined Major Phase Applications
 - Language added to allow multiple Major Phase Applications to be submitted at once in a 'Combined Major Phase Application'. A Combined Major Phase Application is defined as: the submission of two or more Major Phase Applications for the Shipyard Site or two or more Major Phase Applications for the Candlestick Site, respectively, within a twelve-month period, excluding any amendments to Major Phase Applications.
 - Sub-Phases included in a Combined Major Phase Application are to be Approved by the Commission

§VII.A.1 Vertical Approvals Pre-Submission Conference

- A Mid-Block Break Specifications Book is to be submitted with the Sub-Phase Application. If not, it is to be submitted no later than 90 days before the first Schematic Design Documents Application for a building within the Sub-Phase that is adjacent to a mid-block break

§VII.B.3 Agency Review - Complete Schematic Design Documents Application and

§VII.C.2 Agency Review - Complete Design Development Documents Application

- Height threshold for increased review time increased from 65' to 130'
 - Final comments on each Complete Schematic Design Documents Application to be provided within sixty (60) days (for Applications pertaining to buildings one hundred and thirty (130) feet in height and under) or within eighty (80) days (for Applications pertaining to buildings over one hundred and thirty (130) feet in height) following the Agency's determination that the Schematic Design Documents Application is a Complete Application

§VIII Parks & Open Space and Related Improvements

- Open Space Applications re-formatted to have stand-alone process
- Submittal timing of Schematic Design Documents and Design Development Documents revised to reduce gap between community engagement and park construction
 - Schematic Design Documents for Open Space Applications are to be submitted with the corresponding Sub-Phase Application, rather than the corresponding Major-Phase Application
 - Design Documents for Open Space Applications are to follow the Sub-Phase Application, rather than be submitted with the corresponding Sub-Phase Application

§VIII.B.1 Pre-Submittal Coordination

- Language added describing that Developer and Agency staff will work closely prior to the development of Schematic Design Documents for Open Space Lots

§IX.C Site Permits

- Language added to clarify that Developer may submit a Site Permit application to the City once the Agency has determined that the Schematic Design Documents Application is a Complete Application, provided that in any event final Site Permits must be consistent with Approved Schematic Design Documents.

Exhibit E-A

General Amendments

- Open Space Applications and POPOS referenced where appropriate
- Open Space Applications separated from Major and Sub-Phase Applications to reflect the amendments described above
- Editorial changes to clarify language
- Submittal information indicated as 'approximate' to recognize that detailed and final information is not available with Major and Sub-Phase Applications
- Language added to clarify that Major and Sub-Phase information can be provided by block, information to be provided by Lot if available
- References to 'Public Alleys' replaced with mid-block breaks for consistency with project documents
- Mid-Block Break Specifications Book referenced for consistency with amendments described above

§A.3.a Major Phase Data Charts

- Language added to indicated square footage for blocks can be provided in addition to square footage of lots

§A.5.f Major Phase Site Plan

- Referenced requirement to add location of Auction Lots

§A.5.g Major Phase Site Plan

- Location of Fire Station Lot to be identified as applicable

§A.13 Insurance Requirements

- Insurance requirements to be provided with Major Phase Application

§A.3.d Major Phase Data Charts

- Data chart added that will track non-residential entitlement (residential entitlement already tracked through Housing Data Table)

§A.6.b Utilities

- Infrastructure Plan and Master Utility Plans referenced, text added to indicate the Major Phase Application will include concept level plan drawings that indicate the relationship of the Major Phase to the utilities serving the Project Site.
- §A.6.b.1 Following language removed as it is too detailed for a Major Phase Application: ...and the specific sewer and storm drain collection and conveyance facilities to be installed, shall be submitted.

§B.3.a Sub-Phase Data Charts

- Language added to indicated land use program can be provided by block rather than by Lot, lotting information to be provided if available

§B.3.c Sub-Phase Data Charts

- Language added to indicated square footage for blocks can be provided in addition to square footage of lots

§B.3.d Sub-Phase Data Charts

- Data chart added that will track non-residential entitlement (residential entitlement already tracked through Housing Data Table)

§B.7.a.1.a Sub-Phase Transit

- Plans and sections for interim and final transit routes to be provided

§B.9 Sub-Phase Application Cost Estimates

- Language revised to reflect the fact that 65% Improvement Plans are no longer required with the Sub-Phase Applications, and Schematic Designs for parks are submitted instead of Design Development documents

§B.11 Community Benefits

- General location of Arts Center to be identified in Shipyard Sub-Phase Applications

§C.1.d Open Space Schematic Design Applications

- Water Room Plaza / Dry Dock 4 Schematic Design Application to include Preservation Guidelines compliance checklist

§D.3 Vertical Schematic Design Applications

- Maker space to be identified in Schematic Design Application (if any)

§D.8 Vertical Schematic Design Applications

- Mid-Block Break Specifications Books referenced for consistency with amendments described above

§E.1.d and §E.1.E Site plans for drainage and utility connections

- Submittal requirements identified as preliminary

§E.5

- Language clarified to indicate landscape plans to be submitted for area between property line and building face

Exhibit E- B

§B Signage Plan

- Submittal requirements clarified to indicate that Signage Plans will include information regarding: goals and objectives, signage typology, design and location strategy, and signage controls

EXHIBIT E

DRDAP

[ATTACHED]

**DISPOSITION AND DEVELOPMENT AGREEMENT
(CANDLESTICK POINT AND PHASE 2 OF THE HUNTERS POINT SHIPYARD)**

DESIGN REVIEW AND DOCUMENT APPROVAL PROCEDURE

TABLE OF CONTENTS

I.	INTRODUCTION	1
A.	DEFINITIONS	1
B.	REVIEW PROCESS	3
1.	Priority Project.....	3
2.	Developer, Agency and City Roles in the DRDAP Process.....	3
3.	Arts Commission Design Review.....	4
4.	Planning Department and Planning Commission Review.....	4
5.	CAC Comment on Document Submittals	5
6.	Subdivision Map Review.....	5
7.	Temporary and Interim Uses	5
8.	Schedule of Performance.....	6
9.	Deviations from Redevelopment Requirements and Previous Approvals	6
10.	Consistency with Redevelopment Requirements and Previous Approvals.....	7
11.	Other Governmental Entity Approvals.....	7
II.	SUMMATION OF DOCUMENT SUBMITTALS	7
III.	STREETSCAPE AND SIGNAGE PLAN APPROVALS	8
IV.	MAJOR PHASE APPROVALS	9
A.	APPLICATION PROCESS	9
1.	Pre-Submission Conference	9
2.	Submission.....	10
B.	REVIEW BY THE AGENCY AND CITY AGENCIES	10
1.	Agency Review - Initial.....	10
2.	City Agency Review - Complete Major Phase Application.....	10
3.	Agency Review - Complete Major Phase Application.....	11
4.	Agency Review - Approval Standard	11
5.	Amendments to Major Phase Approvals	12
V.	SUB-PHASE APPROVALS	12
A.	APPLICATION PROCESS	13
1.	Pre-Submission Conference	13
2.	Submission.....	13
B.	REVIEW BY THE AGENCY AND CITY AGENCIES	13
1.	Agency Review - Initial.....	13
2.	City Agency Review - Complete Sub-Phase Application	13

3.	Agency Review - Complete Sub-Phase Application	14
4.	Agency Review - Approval Standard for Sub-Phase Applications <i>Not Within a Combined Major Phase Application</i>	15
5.	Agency Review - Approval Standard <i>for Sub-Phase Applications Within a Combined Major Phase Application</i>	16
6.	Amendments to Sub-Phase Approvals	16
VI.	CLOSE OF ESCROW	17
VII.	VERTICAL APPROVALS	17
A.	APPLICATION PROCESS	17
1.	Pre-Submission Conference	18
2.	Submission.....	18
B.	REVIEW OF SCHEMATIC DESIGN DOCUMENTS.....	18
1.	Agency Review - Initial.....	18
2.	City Agency Review - Complete Schematic Design Documents Application.....	19
3.	Agency Review - Complete Schematic Design Documents Application.....	19
4.	Agency Review - Approval Standard	20
5.	Amendments to Schematic Design Documents Approvals	21
C.	REVIEW OF DESIGN DEVELOPMENT	21
1.	Agency Review - Initial.....	21
2.	Agency Review - Complete Design Development Application.....	22
3.	Agency Review - Approval Standard	22
4.	Amendments to Design Development Documents Approvals	23
D.	REVIEW OF CONSTRUCTION DOCUMENTS	23
1.	DBI Review – Initial.....	23
2.	Agency Review - Initial.....	23
3.	City Agency Review - Complete Construction Documents Application	23
4.	Agency Review - Complete Construction Documents Application.....	24
5.	Agency Review - Approval Standard	24
6.	Amendments to Construction Documents Approvals	25
7.	Processing Alternative for Construction Documents	25
VIII.	PARKS & OPEN SPACE AND RELATED IMPROVEMENTS	25
A.	Application Process.....	25
B.	PRE-SUBMITTAL COORDINATION AND PRE-SUBMISSION CONFERENCE..	26
1.	Pre-Submittal Coordination.....	26
2.	Pre-Submission Conference	26

C.	REVIEW OF OPEN SPACE SCHEMATIC DESIGN DOCUMENTS.....	26
1.	Agency Review - Initial.....	26
2.	City Agency Review - Complete Open Space Schematic Design Documents Application.....	27
3.	Agency Review - Complete Schematic Design Documents Application.....	27
4.	Agency Review - Approval Standard.....	28
5.	Amendments to Schematic Design Documents Approvals.....	28
D.	REVIEW OF DESIGN DEVELOPMENT	28
1.	Agency Review - Initial.....	29
2.	City Agency Review - Complete Design Development Application	29
3.	Agency Review - Complete Design Development Application.....	29
4.	Agency Review - Approval Standard.....	30
5.	Amendments to Design Development Documents Approvals	30
E.	REVIEW OF OPEN SPACE CONSTRUCTION DOCUMENTS.....	30
1.	Agency Review - Initial.....	31
2.	City Agency Review - Complete Construction Documents Application	31
3.	Agency Review - Complete Open Space Construction Documents Application.....	31
4.	Agency Review - Approval Standard.....	32
5.	Amendments to Open Space Construction Documents Approvals	32
IX.	OTHER CITY PERMITS	32
A.	COMPLIANCE WITH OTHER LAWS.....	32
B.	AGENCY REVIEW OF CITY PERMITS	33
C.	SITE PERMITS.....	33
X.	GOVERNMENT REQUIRED PROVISIONS, CHANGES	33

LIST OF EXHIBITS

Exhibit E-A. Documents to be Submitted for Major Phase Applications, Sub-Phase Applications and Vertical Applications

Exhibit E-B. Documents to be Submitted for Streetscape Plans and Signage Plans

**DISPOSITION AND DEVELOPMENT AGREEMENT
(CANDLESTICK POINT AND PHASE 2 OF THE HUNTERS POINT SHIPYARD)**

DESIGN REVIEW AND DOCUMENT APPROVAL PROCEDURE

This DRDAP implements and is part of the DDA. As used herein, the capitalized terms defined in Section I.A have the meanings ascribed to them in Section I.A. Capitalized terms used but not otherwise defined in this DRDAP shall have the meanings for such terms set forth in the DDA.

I. INTRODUCTION

This DRDAP sets forth the procedures for reviewing the designs, plans and specifications for Infrastructure and Vertical Improvements in the Project Site. The Agency shall review such designs, plans and specifications to ensure that they conform to and are consistent with the Redevelopment Requirements.

A. DEFINITIONS

“**Alice Griffith DDA**” is defined in the Below-Market Rate Housing Plan.

“**Applicable City Regulations**” is defined in the DDA, which definition is, as of the Reference Date, “is defined in the applicable Redevelopment Plan.”

“**Application**” means, individually or collectively as the context requires, a Major Phase Application, Sub-Phase Application, Vertical Application or Open Space Application.

“**Artist Relocation Plan**” is defined in the Community Benefits Plan. “**Charter**” means the charter of the City.

“**Complete Application**” means, with respect to an Application, the submission of all documents and materials in such detail as is required under the DDA and this DRDAP for such Application.

“**Construction Documents**” is defined in Section VII.D.

“**Construction Documents Application**” means an application for Approval of the Construction Documents submitted in accordance with this DRDAP.

“**DBI**” means the City’s Department of Building Inspection, or any successor public agency designated by or under law.

“**DDA**” is defined in that certain Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) to which this DRDAP is attached.

“**Design Development Documents**” is defined in Section VII.C.

“**Design Development Documents Application**” means an application for Approval of the Design Development Documents submitted in accordance with this DRDAP.

“Design Document” means, individually or collectively as the context requires, Schematic Design Documents, Design Development Documents and/or Construction Documents.

“Director of Public Works” means the Director of the Department of Public Works, or his or her designee.

“Interagency Cooperation Agreement” is defined in the DDA, which definition is, as of the Reference Date, “means that certain Interagency Cooperation Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) entered into in connection with the Project between the Agency and the City and attached hereto as Attachment 1, as amended from time to time.”

“Open Space Application” means, individually or collectively as the context requires, the Schematic Design Documents Application, Design Development Application, or Construction Documents Application applicable to an Open Space Lot or POPOS.

“Planning Department” means the Planning Department of the City, or any successor public agency designated by or under law.

“POPOS” are those privately owned publicly-accessible open spaces identified in the Parks and Open Space Plan (as it may be amended from time to time).

“Planning Commission” means the Commission of the Planning Department, or any successor governing body of the Planning Department designated by or under law.

“Redevelopment Documents” is defined in the DDA, which definition is, as of the Reference Date, “means: (i) with respect to the Shipyard Site: (a) the Shipyard Redevelopment Plan; (b) the Shipyard Design for Development; and (c) the Shipyard Plan Documents and (ii) with respect to the Candlestick Site: (a) the BVHP Redevelopment Plan; (b) the Candlestick Design for Development; and (c) the BVHP Plan Documents.”

“Redevelopment Requirements” is defined in the DDA, which definition is, as of the Reference Date, “means (i) the applicable Redevelopment Documents, (ii) this DDA, (iii) documents Approved under the DRDAP and (iv) applicable provisions of the CCRL.”

“Schematic Design Documents” is defined in Section VII.B.

“Schematic Design Documents Application” means an application for Approval of the Schematic Design Documents submitted in accordance with this DRDAP.

“Site Permit” means a permit required to be issued by DBI pursuant to the Applicable City Regulations before construction of a particular Improvement.

“Vertical Application” means, individually or collectively as the context requires, the Schematic Design Documents Application, Design Development Application, or Construction Documents Application applicable to a Vertical Project.

“Vertical Approval” means that the Schematic Design Documents Application, Design Development Application, or Construction Documents Application applicable to a Vertical Project have each been Approved in accordance with the terms of this DRDAP, as the same may be amended from time to time in accordance with the terms of this DRDAP.

B. REVIEW PROCESS

1. Priority Project

The development of the Project is a priority to the City and the Agency. Accordingly, the Agency shall review all Applications as expeditiously as reasonably possible and use commercially reasonable efforts to enforce the applicable provisions of the Interagency Cooperation Agreement and the Planning Cooperation Agreement in accordance with their respective terms. In addition, the Agency shall provide Developer and Vertical Developers with multiple opportunities to meet and confer with Agency staff before Applications are due.

2. Developer, Agency and City Roles in the DRDAP Process

To the extent required under the DDA, Developer shall submit all Major Phase Applications, Sub-Phase Applications and Open Space Applications, and Vertical Developers shall submit all Vertical Applications, to the Agency as set forth in this DRDAP. The Agency shall review all Applications and submittals for completeness and consistency with the Redevelopment Requirements as set forth in this DRDAP. The Agency shall submit Complete Major Phase Applications, Complete Sub-Phase Applications, Open Space Applications and Complete Vertical Applications to applicable City Agencies for review and comment. The City Agencies will review submittals made to them pursuant to this DRDAP for consistency with the Applicable City Regulations, and shall provide any comments on all Applications within the time required by the Interagency Cooperation Agreement. A City Agency’s failure to review and comment on submittals within the time frames set forth in this DRDAP shall not, by itself, be the basis for Excusable Delay. But such a failure that (i) results in a delay of an Agency action beyond the time frame permitted for the Agency action under this DRDAP, or (ii) results in a delay of a City action beyond the permitted time set forth in the Interagency Cooperation Agreement when the City is issuing a final Approval (i.e., when there is no subsequent Agency action on such matter), shall be the basis for Excusable Delay.

The Parties understand and agree that the Applications will include copious and detailed information, and the turnaround time for Agency and City staff will depend in part upon the amount of new information included in an Application that has not yet been seen by the Agency and the City at the time of Application submittal and the quality of the submittal. Accordingly, Developer or Vertical Developer, as applicable, shall submit information and materials, and schedule meetings with the Agency staff, for consultation and input in the formulation of Application materials in advance of the required submission of Applications as set forth below. The Agency shall make staff available for such requested meetings and consultation. The Parties understand and agree that input of the Agency staff throughout the design and development process will likely result in an expedited approval process and increased efficiencies.

Whenever Approval or any other action is required by the Agency Commission, the Agency Director shall upon the request of Developer or a Vertical Developer, following the periods to meet and confer and to provide final comments described in this DRDAP, submit such matter to the Agency Commission at the next regularly-scheduled meeting of the Agency Commission for which an agenda has not yet been finalized and for which the Agency can prepare and submit a staff report in keeping with Agency standard practices.

With regard to any public hearings and presentations relating to the Project, Developer and Vertical Developers shall cooperate with, prepare materials for, and participate in presentations to the Agency Commission, the Arts Commission and to the CAC, as applicable.

3. Arts Commission Design Review

Although the Agency has general land use authority over the entire Project Site, Developer shall submit certain Design Documents to the Arts Commission for review and comment as and to the extent required by Charter section 5.103 (for property owned by the City). Such review will be in accordance with the Civic Design Review Guidelines adopted by the Arts Commission. Developer and Vertical Developer, as applicable, shall meet and confer with Agency staff on all submissions to the Arts Commission before making each such submission to the Arts Commission, and shall seek design comments from the Arts Commission not less than ninety (90) days before submittal of the applicable Design Documents to the Agency. Developer and Vertical Developers, as applicable, and the Agency shall encourage the Arts Commission to process design comment requests referred to it by Developer or Vertical Developer expeditiously. Failure of the Arts Commission to complete its comments within a specified time period shall not waive the obligation to obtain design comments and approval from the Arts Commission before the Agency acts on an Application that is subject to review by the Arts Commission; provided however, failure to receive comments from Arts Commission staff within ninety (90) days following submittal shall be a basis for Excusable Delay. The Parties acknowledge that, in any case, the Arts Commission may for any reason require hearings on Developer's Streetscape Plan and Design Documents for Improvements to be dedicated to the City, and it shall be Developer's (or the applicable Vertical Developer's) responsibility to factor in ninety (90) days for the Art Commission review and approval process in satisfying the Outside Dates set forth in the Schedule of Performance. The Agency agrees to work with the Arts Commission to develop a standard procedure and timeline for securing design comments from the Arts Commission on the Streetscape Plan, Signage Plan, and the Design Documents described in this Section I.B.3.

4. Planning Department and Planning Commission Review

The Planning Department shall provide staff to assist the Agency with design review of Major Phase Applications and Schematic Design Documents Applications and provide to the Agency timely comments to such submittals in accordance with the Planning Cooperation Agreement. The Agency shall deliver to the Planning Department each Major Phase Application and Schematic Design Documents Application within three (3) days after the Agency determines that the Application is a Complete Application. As set forth in the Planning Cooperation Agreement, the Planning Commission shall review and Approve the design of specific office developments on Commercial Lots containing office development that is subject to Planning

Code sections 320-325 pursuant to the Redevelopment Plans. The Agency, Developer and Vertical Developers, as applicable, shall work collaboratively with the Planning Department to ensure that design issues are discussed as early in the review process as possible and that the Agency and the Planning Commission act consistently with respect to the design of specific office developments on the Commercial Lots.

5. CAC Comment on Document Submittals

At the direction of the Agency Director, Developer and Vertical Developers, as applicable, shall provide the CAC or its respective designee(s), as applicable, with updates on the document submittal review process set forth in this DRDAP and shall submit the following for review and consideration by the CAC before any action is taken by the Agency Director or the Agency Commission: (i) the Streetscape Plan and Signage Plan, (ii) Complete Major Phase Applications (iii) Complete Sub-Phase Applications; and (iv) Complete Schematic Design Documents Applications for Vertical Improvements and for Open Space Lots and POPOS; and (v) adjustment and transfer of uses within the Project Site as discussed in section 1.2.5 of the DDA. Developer and Vertical Developers, as applicable, shall provide the CAC , as applicable, with a summary description of such document submittals and such number of copy sets of such Applications as are reasonably requested by the Agency.

6. Subdivision Map Review

The review and Approval of Applications pursuant to this DRDAP are in addition to and do not waive the requirements for approval of Tentative and Final Vesting Transfer Maps, Tentative and Final Vesting Subdivision Maps, Tentative and Final Subdivision Maps, and Parcel Maps by the City under the Subdivision Map Act, any of its implementing regulations and the CP/HPS Subdivision Code. The City's consideration and Approval or disapproval of Developer's applications for such maps shall be done in accordance with the procedures set forth in the Interagency Cooperation Agreement and the Planning Cooperation Agreement.

Developer, on behalf of the Agency, may submit a request for Approval of and, if Approved, may record a Final Transfer Map or a Final Vesting Transfer Map before a Major Phase Approval is given by the Agency Commission. Developer, on behalf of the Agency or itself, may submit an application for a Tentative Subdivision Map or a Vesting Tentative Subdivision Map relating to the initial Sub-Phase within a Major Phase at the same time it submits the Sub-Phase Application and before a Major Phase Approval, but the Department of Public Work's time for determining that such map application is complete and the Agency's time for reviewing and for providing comments and acting on the application shall not commence until there has been a Major Phase Approval given for the property located within such map.

7. Temporary and Interim Uses

The Agency staff shall review applications for temporary and interim uses as set forth in the applicable Redevelopment Plan.

8. Schedule of Performance

In meeting its obligations under the Schedule of Performance, Developer shall take into account the process and timing of submittals to the City Agencies, the CAC, the Agency Commission, and other Governmental Entities, consistent with this DRDAP and the Interagency Cooperation Agreement. The Agency may agree to an extension as part of any Approval or as a separate action.

9. Deviations from Redevelopment Requirements and Previous Approvals

In connection with any Major Phase Application, Sub-Phase Application, Open Space Application or Vertical Application, Developer or Vertical Developer may request a variance from the applicable Redevelopment Requirements. In connection with any Major Phase Application or Sub-Phase Application, Developer may request a deviation from the applicable Redevelopment Requirements, including any Approval previously given under this DRDAP.

A request for a variance pursuant to the Redevelopment Plans or the Design for Development shall be reviewed and considered by the Agency pursuant to the standards and requirements of the applicable Redevelopment Plan or Design for Development. Developer or Vertical Developer shall include in any Application a clear statement of any proposed variance, including a statement to indicate that the Application includes a proposed variance and a statement of the reasons for the requested variance.

Non-material deviations (as reasonably determined by the Agency Director) from the applicable Redevelopment Requirements, including from any Approval previously given under this DRDAP, may be given by the Agency Director in his reasonable discretion. Material deviations from the Redevelopment Requirements, including from any Approval previously given under this DRDAP, may be Approved by either the Agency Director or the Agency Commission, as appropriate, in accordance with the procedures and Approval standards associated with the original Redevelopment Requirement or prior Approval from which the deviation is sought.

Developer shall include in any Application a clear statement of any proposed deviation from the Redevelopment Requirements, including from any applicable prior Approval, including a statement to indicate that the Application includes a proposed deviation request and a statement of the reasons for the requested deviation. Developer and Vertical Developers shall allow sixty (60) days of added time for review and consideration of the proposed deviation by the Agency Commission, the CAC, and the City Agencies, and such added time shall not be Excusable Delay; provided, it shall be reasonable for the Agency to deny the requested deviation if the Agency reasonably determines that, based upon the scope and substance of the proposed deviation, sixty (60) days is not sufficient time for review and consideration and the Developer does not agree to extend the review and action time as requested by the Agency.

10. Consistency with Redevelopment Requirements and Previous Approvals

Unless otherwise Approved by Developer or Vertical Developer, as applicable, in their respective sole and absolute discretion, and subject to the provisions of the DDA, Interagency Cooperation Agreement, Planning Cooperation Agreement, Redevelopment Plans, and other Plan Documents, the Agency will not disapprove any Major Phase Application, Sub-Phase Application, Open Space Application or Vertical Application on the basis of any element that conforms to and is consistent with the Redevelopment Requirements and prior applicable Approvals by the Agency.

11. Other Governmental Entity Approvals

Nothing contained in this DRDAP is intended to eliminate or alter the process or approval requirements set forth under applicable provisions of State or federal law or the regulations of other Governmental Entities, as applicable, with respect to any development at the Project Site. The Parties acknowledge and agree that (i) as set forth in the Interagency Cooperation Agreement, the Agency's Approval of certain modifications to the Infrastructure Plan, the Parks and Open Space Plan, this DRDAP, the Mitigation Measures and the Below-Market Rate Housing Plan are subject to the review and Approval of the City in accordance with the standards set forth in the Interagency Cooperation Agreement and (ii) as set forth in the Tax Allocation Agreement, the Agency's Approval of certain modifications to the Infrastructure Plan and the Below-Market Rate Housing Plan are subject to the review and Approval of the City in accordance with the standards set forth in the Tax Allocation Agreement.

II. SUMMATION OF DOCUMENT SUBMITTALS

Submissions shall consist of the following components or stages, the requirements for which are set forth below:

- a. Streetscape Plan;
- b. Signage Plan;
- c. Major Phase Applications;
- d. Sub-Phase Applications;
- e. Vertical Applications, which shall be submitted in three stages:
 - Schematic Design Documents Applications;
 - Design Development Documents Applications; and
 - Construction Documents Applications;
- f. Open Space Applications, which shall be submitted in the same three stages as Vertical Applications.

III. STREETSCAPE AND SIGNAGE PLAN APPROVALS

The Streetscape Plan, as described in Exhibit E-B to this DRDAP, consisting of two separate streetscape plans – one for the Shipyard Site and one for the Candlestick Site – shall be submitted to the Agency not less than ninety (90) days before the submittal of the first Major Phase Application (the “**Streetscape Submittal Date**”). Alternatively, Developer may elect to submit the Streetscape Plan after the Streetscape Submittal Date but in no event later than the date of submittal of its first Major Phase Application, in which case the Agency’s time for determination that such Major Phase Application is a Complete Application shall be automatically extended by the number of days from the Streetscape Submittal Date to the date that Developer submits the Streetscape Plan.

The Parties intend that the Streetscape Plan will relate to the Shipyard Site and the Candlestick Site, respectively, and create integration and conformity of the streetscapes as described in the Streetscape Plan.

Not less than thirty (30) days before submitting a Streetscape Plan, Developer shall submit to the Agency Director preliminary maps, plans, and material cut sheets of the type listed in Exhibit E-B. Not less than twenty (20) days before submitting a Streetscape Plan, Developer and the Agency staff shall hold at least one pre-submission conference at a mutually agreeable time, with appropriate City Agencies. Developer may submit information and materials iteratively, and Developer and the Agency may agree to hold such additional meetings and conferences as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission conference before submitting a Streetscape Plan as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Agency’s time for review of the Streetscape Plan shall be extended by thirty (30) days.

The Signage Plan,¹ as described in Exhibit E-B, consisting of two separate signage plans – one for the Shipyard Site and one for the Candlestick Site – shall be submitted to the Agency not less than ninety (90) days before the submittal of the first Sub-Phase Application (the “**Signage Submittal Date**”). Alternatively, Developer may elect to submit the Signage Plan after the Signage Submittal Date but in no event later than the date of submittal of the first Sub-Phase Application, in which case the Agency’s time for determination that such Sub-Phase Application is a Complete Application shall be automatically extended by the number of days from the Signage Submittal Date to the date that Developer submits the Signage Plan.

The Parties intend that the Signage Plan will relate to the Shipyard Site and the Candlestick Site, respectively, and create integration and conformity of the wayfinding and directional signage located within the public right-of-way and public parks. Standards and guidelines for signage affixed and/or located on private property on the Shipyard Site and Candlestick Site shall be addressed in the Design for Development documents.

¹ Unless otherwise Approved by Developer and the Agency Director, the Signage Plan shall include all provisions described in Exhibit E-B.

The Agency Commission shall review and Approve or disapprove the Streetscape Plan and the Signage Plan after consultation with the CAC. The Agency staff shall complete its review and consideration on the Streetscape Plan and the Signage Plan within ninety (90) days after Developer's submittal of such Streetscape Plan and Signage Plan. The Agency staff may propose changes to the Streetscape Plan and the Signage Plan that do not conflict with the Redevelopment Requirements. If the Agency staff proposes any such changes, then the Agency and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the ninety (90) day period specified above unless agreed to by Developer and Agency staff.

Developer shall have the right at any time after the ninety (90) day period specified above has run to require that the Agency Director submit the Streetscape Plan or the Signage Plan, as applicable, to the CAC, and then to the Agency Commission for review and consideration, with or without Agency staff recommendation. The Streetscape Plan must be Approved by the Agency Commission on or before the first Major Phase Approval, and the Signage Plan must be Approved by the Agency Commission on or before the first Sub-Phase Approval.

IV. MAJOR PHASE APPROVALS

Developer shall submit, and the Agency Commission shall review and Approve or disapprove, Major Phase Applications as set forth in the DDA and this Section IV. The purpose of a Major Phase Approval is for the Agency to confirm that the Major Phase Application conforms to and is consistent with the applicable Redevelopment Requirements, and for Developer to obtain Approval by the Agency of the additional detailed information included in a Major Phase Application that has not been previously reviewed or Approved by the Agency, before Developer may proceed with development within that Major Phase.

A. APPLICATION PROCESS

1. Pre-Submission Conference

Not less than thirty (30) days before submitting a Major Phase Application, Developer shall submit to the Agency Director preliminary maps, plans, and design sketches of the type listed for Major Phase Applications in Exhibit E-A, and any other data as Developer shall so desire concerning the Major Phase. Not less than twenty (20) days before submitting a Major Phase Application, Developer and the Agency staff shall hold at least one pre-submission conference at a mutually agreeable time. Developer may submit information and materials iteratively, and Developer and the Agency may agree to hold such additional meetings and conferences as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission conference before submitting a Major Phase Application as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Agency's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by thirty (30) days. Any such extension shall not be the basis for Excusable Delay.

2. Submission

Subject to the terms of the DDA, Developer shall submit each Complete Major Phase Application to the Agency on or before the Outside Date for such Major Phase Application. Developer, in its sole discretion, may combine multiple Major Phase Applications, which for the purposes of the DRDAP means the submission of two or more Major Phase Applications for the Shipyard Site or two or more Major Phase Applications for the Candlestick Site, respectively, within a twelve-month period, excluding any amendments to Major Phase Applications.

Unless otherwise Approved by Developer and the Agency Director, all Major Phase Applications shall include all of the documents and materials described for Major Phase Applications in Exhibit E-A.

In addition, unless otherwise Approved by Developer and the Agency Director: (a) the Major Phase Application for the Initial Major Phase shall include the proposed Artist Relocation Plan; and (b) the Major Phase Application for Major Phase 3 shall include Developer's preferred tower placement on the Candlestick Site among the alternatives included in the Candlestick Design for Development, and (c) the Sub-Phase Application for the Sub-Phase in which the Historic Structures are located shall include materials and submittals relating to the potential preservation of the Historic Structures in accordance with section 18.2 of the DDA.

B. REVIEW BY THE AGENCY AND CITY AGENCIES

1. Agency Review - Initial

The Agency staff shall review as expeditiously as reasonably possible each Major Phase Application that is submitted for conformance with the requirements of the DDA, including this DRDAP. Within fifteen (15) days following receipt of a Major Phase Application, the Agency staff shall notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to process the Major Phase Application under this DRDAP and are consistent with the type of documents listed in Exhibit E-A for Major Phase Applications. Developer shall promptly correct any such deficiencies and provide any such requested information and materials. The Agency Director shall make a determination of whether a Major Phase Application is a Complete Application no later than twenty (20) days following receipt of such Major Phase Application or, if applicable, no later than fifteen (15) days following receipt of any additional information and materials requested under this Section IV.B.1, and notify Developer of the same. A Major Phase Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the Agency Director notifies Developer that it is a Complete Application, and the review periods shall commence on the date of such notification.

2. City Agency Review - Complete Major Phase Application

Within three (3) days of the Agency's determination that a Major Phase Application is a Complete Application, the Agency staff shall submit such Complete Major Phase Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to the Agency within thirty (30) days from

the City Agency's receipt of the submittal, subject to any longer period set forth in the Interagency Cooperation Agreement or the Planning Cooperation Agreement if applicable. Consistent with the Agency's responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Major Phase Application, or applicable portions thereof, within such time.

3. Agency Review - Complete Major Phase Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Major Phase Application and shall notify Developer of the Agency staff's comments and comments by applicable City Agencies and other Governmental Entities and community organizations consulted by the Agency. The Agency staff shall provide final comments on each Complete Major Phase Application within eighty (80) days following the Agency's determination that the Major Phase Application is a Complete Application.

The Agency staff may propose changes to the Complete Major Phase Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the eighty (80) day period specified above unless agreed to by Developer and Agency staff.

Developer shall have the right at any time after the eighty (80) day period above has run to submit the Complete Major Phase Application to the CAC, and then to require that the Agency Director submit the Complete Major Phase Application the Agency Commission for review and consideration, with or without Agency staff recommendation.

At the close of the periods described above in this Section IV.B.3, the Developer shall submit the Complete Major Phase Application to the CAC. The Agency Director shall then submit the Complete Major Phase Application to the Agency Commission for review and consideration at the next regularly-scheduled meeting of the Agency Commission for which an agenda has not yet been finalized and for which the Agency can prepare and submit a staff report in keeping with standard practices of the Agency. The Agency Commission shall take action on each Complete Major Phase Application in accordance with the standards in Section IV.B.4 within thirty (30) days after such Complete Major Phase Application is introduced at a public meeting of the Agency Commission for review and consideration, unless Developer in its sole discretion Approves an extension of such period. Failure of the Agency Director to submit the Complete Major Phase Application to the Agency Commission, and the failure of the Agency Commission to act, within the time frames specified above shall each be a basis for Excusable Delay.

4. Agency Review - Approval Standard

All Major Phase Applications shall be reviewed and considered by the Agency Commission, and shall be Approved by the Agency Commission, in its reasonable discretion, if

and to the extent the Major Phase Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and, if applicable, the Land Acquisition Agreements and the Alice Griffith DDA and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Commission.

If a Major Phase Application is disapproved by the Agency Commission, then the Agency Commissioners shall, at the public hearing during which the Major Phase Application is being considered, state the basis for the disapproval, which basis shall be summarized in writing by the Agency Director, to the best of his or her knowledge, after the hearing and delivered to Developer. Following any disapproval of a Major Phase Application, Developer may within ninety (90) days following receipt by Developer of such summary (subject to such extensions as may be Approved by the Agency Director) make changes to and resubmit the Major Phase Application. Promptly following the Agency Director's receipt of a revised Complete Major Phase Application, the Agency Director shall submit such revised Complete Major Phase Application in accordance with the procedure set forth in this Section IV.B. The Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure; provided, however, that the Schedule of Performance shall not be so extended for more than one revised Complete Major Phase Application for each Major Phase without the Approval of the Agency Director.

5. Amendments to Major Phase Approvals

Developer may apply to the Agency for an amendment to a Major Phase Approval in accordance with the standards and procedures for a Major Phase Application. All proposed amendments shall be subject to review and consideration by the Agency Director, unless the Agency Director determines that the proposed amendment is material, in which case the Developer shall submit the proposed amendment to the CAC. The Agency Director shall then submit the proposed amendment to the Agency Commission. The Agency Commission shall take action on the proposed amendment in accordance with the standards and procedures set forth in Section IV.B.4. Without limiting the foregoing, the Approval of the Agency Commission shall be required for proposed amendments that: (i) materially amend the Infrastructure Plan; (ii) materially extend the Outside Dates for Sub-Phase Applications for one or more Sub-Phases within the Major Phase; (iii) increase the number of Sub-Phases within the Major Phase; (iv) materially extend the time for delivery of the Agency Lots within the Major Phase; (v) materially delay the Completion of or otherwise reduce the Associated Public Benefits applicable to one (1) or more Sub-Phases; or (vi) materially extend the time for delivery of the Alice Griffith Replacement Units. Extensions of time to which Developer is entitled under the DDA or the Alice Griffith DDA shall not be considered an amendment subject to the provisions of this Section IV.B.5.

V. SUB-PHASE APPROVALS

Following a Major Phase Approval, Developer shall submit, and the Agency Director shall review and Approve or disapprove, Sub-Phase Applications as set forth in the DDA and this Section V. Developer may seek the first Sub-Phase Approval concurrently with a Major Phase Approval for the Major Phase in which the Sub-Phase is located. The purpose of a Sub-Phase Approval is for the Agency to confirm that the Sub-Phase Application conforms to and is

consistent with the applicable Redevelopment Requirements, and for Developer to obtain Approval by the Agency of the additional detailed information included in a Sub-Phase Application that has not been previously reviewed or Approved by the Agency, before Developer may proceed with development within that Sub-Phase.

A. APPLICATION PROCESS

1. Pre-Submission Conference

Not less than thirty (30) days before submitting a Sub-Phase Application, Developer shall submit to the Agency Director preliminary maps, plans, and design sketches of the type listed for Sub-Phase Applications in Exhibit E-A, and any other data as Developer shall so desire concerning the Sub-Phase. Not less than twenty (20) days before submitting a Sub-Phase Application, Developer and the Agency staff shall hold at least one pre-submission conference at a mutually agreeable time. Developer may submit information and materials iteratively, and Developer and the Agency may agree to hold such additional meetings and conferences as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission conference before submitting a Sub-Phase Application as specified above, then such failure shall, by itself, not constitute an Event of Default and instead the Agency's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by thirty (30) days. Any such extension shall not be the basis for Excusable Delay.

2. Submission

Subject to the terms of the DDA, Developer shall submit each Complete Sub-Phase Application to the Agency on or before the Outside Date for such Sub-Phase Application. Unless otherwise Approved by Developer and the Agency Director, Sub-Phase Applications shall include all of the documents and materials described for Sub-Phase Applications in Exhibit E-A.

B. REVIEW BY THE AGENCY AND CITY AGENCIES

1. Agency Review - Initial

The Agency staff shall review as expeditiously as reasonably possible each Sub-Phase Application using the same procedures described for Major Phase Applications in Section IV.B.1. A Sub-Phase Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the Agency Director notifies Developer that it is a Complete Application, and the review periods shall commence on the date of such notification.

2. City Agency Review - Complete Sub-Phase Application

Within three (3) days of the Agency's determination that a Sub-Phase Application is a Complete Application, the Agency staff shall submit such Complete Sub-Phase Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to the Agency within thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the

Interagency Cooperation Agreement or the Planning Cooperation Agreement if applicable. Consistent with the Agency's responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Sub-Phase Application, or applicable portions thereof, within such time.

3. Agency Review - Complete Sub-Phase Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Sub-Phase Application and shall notify Developer of the Agency staff's comments and comments by applicable City Agencies and other Governmental Entities and community organizations consulted by the Agency. The Agency staff shall provide final comments on each Complete Sub-Phase Application within eighty (80) days following the Agency's determination that the Sub-Phase Application is a Complete Application, provided, that if one or more Schematic Design Documents Applications are submitted with the Sub-Phase Application, then an additional thirty (30) days shall be added for the first Schematic Design Documents Application and an additional twenty-one (21) days will be added for each additional Schematic Design Documents Application.

Schematic Design Documents Applications shall be reviewed and processed as set forth in Section VII.B, including referral to the CAC and then to the Agency Commission.

The Agency staff may propose changes to the Complete Sub-Phase Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Developer shall promptly meet and confer in good faith for a period of not more than forty-five (45) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the eighty (80) day period specified above (as extended if Schematic Design Documents Applications are submitted simultaneously) unless agreed to by Developer and Agency staff.

x. *Sub-Phase Applications Not Located Within a Combined Major Phase*

Developer shall have the right at any time after the eighty (80) day period above has run to require that the Agency staff submit the Complete Sub-Phase Application to the Agency Director for review and consideration, with or without Agency staff recommendation.

At the close of the periods described above in this Section V.B.3, the Agency staff shall submit the Complete Sub-Phase Application to the Agency Director for review and consideration, and notify Developer of such submission. The Agency Director shall take action on each Complete Sub-Phase Application in accordance with the standards in Section V.B.4 within thirty (30) days after such Complete Sub-Phase Application is submitted to the Agency Director for review and consideration, unless Developer in its sole discretion Approves an extension of such period. Failure of Agency staff to submit the Complete Sub-Phase Application to the Agency Director, or for the Agency Director to act on the Complete Sub-Phase Application, within the time frames specified above shall be a basis for Excusable Delay.

y. *Sub-Phase Applications Located Within a Combined Major Phase*

Developer shall have the right at any time after the eighty (80) day period has run to require that the Agency Director submit the Complete Sub-Phase Application to the Agency Commission for review and consideration, with or without Agency staff recommendation.

At the close of the periods described in this Section V.B.3, the Developer shall submit the Complete Sub-Phase Application to the CAC. The Agency Director shall then submit the Complete Sub-Phase Application to the Agency Commission for review and consideration at the next regularly-scheduled meeting of the Agency Commission for which an agenda has not yet been finalized and for which the Agency can prepare and submit a staff report in keeping with standard practices of the Agency. The Agency Commission shall take action on each Complete Sub-Phase Application in accordance with the standards in Section V.B.5 within thirty (30) days after such Complete Sub-Phase Application is introduced at a public meeting of the Agency Commission for review and consideration, unless Developer in its sole discretion Approves an extension of such period. Failure of the Agency Director to submit the Complete Sub-Phase Application to the Agency Commission, and the failure of the Agency Commission to act, within the time frames specified above shall each be a basis for Excusable Delay.

4. Agency Review - Approval Standard for Sub-Phase Applications Not Located Within a Combined Major Phase

All Sub-Phase Applications shall be reviewed and considered by the Agency Director, and shall be Approved if and to the extent the Sub-Phase Application (i) conforms to and is consistent with the Redevelopment Requirements and, if applicable, the Land Acquisition Agreements and the Alice Griffith DDA and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Director.

Without limiting any Approvals required (or the standards for such Approvals) under the Interagency Cooperation Agreement, the Planning Cooperation Agreement or under Section I.B.9, the Approval of the Agency Commission shall be required for Sub-Phase Applications that include changes to the Redevelopment Requirements that materially affect: (i) the area of a Sub-Phase; (ii) the timing or substance of the Associated Public Benefits as shown in the Phasing Plan or other public benefits described in the Below-Market Rate Housing Plans or the Community Benefits Plan; (iii) the timing the Completion of the Agency Affordable Lots or the Alice Griffith Replacement Lots; and (iv) the Infrastructure to be Completed within the Sub-Phase. Additionally, any requested variance approval must be made by the Agency Commission as required by the applicable Redevelopment Plan.

If a Sub-Phase Application is disapproved by the Agency Director, then the Agency Director shall send a notice to Developer stating the basis for the disapproval. Following any disapproval of a Sub-Phase Application, Developer may within ninety (90) days following receipt by Developer of such summary (subject to such extensions as may be Approved by the Agency Director) make changes to and resubmit the Sub-Phase Application. Promptly following the Agency Director's receipt of a revised Complete Sub-Phase Application, the Agency Director shall review and consider the Sub-Phase Application in accordance with the procedure set forth in this Section V.B.4. The Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure; provided, however, that the Schedule of

Performance shall not be so extended for more than one revised Complete Sub-Phase Application for each Sub-Phase without the Approval of the Agency Director.

5. Agency Review - Approval Standard for Sub-Phase Applications Located Within a Combined Major Phase

Applications for all Sub-Phases within a combined Major Phase Application shall be reviewed and considered by the Agency Commission, and shall be Approved by the Agency Commission, in its reasonable discretion, if and to the extent the Sub-Phase Application (i) conforms to and is consistent with the applicable Redevelopment Plan, and, if applicable, the Land Acquisition Agreements, and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Commission.

If a Sub-Phase Application is disapproved by the Agency Commission, then the Agency Commissioners shall, at the public hearing and during which the Sub-Phase Application is being considered, state the basis for the disapproval, which basis shall be summarized in writing by the Agency Director, to the best of his or her knowledge, after the hearing and delivered to Developer. Following any disapproval of a Sub-Phase Application, Developer may within ninety (90) days following receipt by Developer of such summary (subject to such extension as may be Approved by Agency Director) make changes to and resubmit the Sub-Phase Application. Promptly following the Agency Director's receipt of a revised Complete Sub-Phase Application, the Agency Director shall submit such revised Complete Sub-Phase Application in accordance with the procedures set forth in this Section V.B.5. The Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure; provided, however, that the Schedule of Performance shall not be so extended for more than one revised Complete Sub-Phase Application for each Sub-Phase without the Approval of the Agency Director.

6. Amendments to Sub-Phase Approvals

Developer may apply to the Agency for an amendment to a Sub-Phase Approval in accordance with the standards and procedures for a Sub-Phase Application. All proposed amendments shall be subject to review and consideration by the Agency Director and the Agency Commission in the manner and under the approval standards established for Sub-Phase Applications, as set forth in Section V.B.4 and Section V.B.5, provided that the following proposed amendments shall, without limitation, require the Approval of the Agency Commission in its sole discretion: (i) amendments that materially alter the matters Approved by the Agency Commission as part of the applicable Major Phase Approval; (ii) material amendments to the Infrastructure Plan or the Parks and Open Space Plan; (iii) material extensions of the Schedule of Performance for Completion of the Infrastructure or the Agency Lots within that Sub-Phase; (iv) amendments to the Redevelopment Plans or the Design for Development; (v) material extensions to the time for delivery of the Alice Griffith Replacement Units; or (vi) material amendments to the timing or substance of the Associated Public Benefits within the Sub-Phase. Extensions of time to which Developer is entitled under the DDA or the Alice Griffith DDA shall not be considered an amendment subject to the provisions of this Section V.B.6.

VI. CLOSE OF ESCROW

In accordance with article 10 of the DDA, before the close of Escrow on any property to be conveyed by the Agency to Developer under the DDA, Developer shall notify the Agency of the satisfaction of all conditions to the close of Escrow. Developer shall take into account the review and approval periods and process under this DRDAP, the Interagency Cooperation Agreement, and the Planning Cooperation Agreement, including times for design review presentations to the Agency Commission, the Arts Commission, and the CAC, if applicable, as may be needed to meet the Outside Dates set forth in the DDA.

VII. VERTICAL APPROVALS

Developer shall be entitled to seek Approval of Vertical Applications on behalf of future Vertical Developers, whether such Vertical Developers have been identified or not and whether or not Developer or its Affiliates ultimately serve as such Vertical Developer. In such cases, references in this Section VII to “Vertical Developer” shall include Developer.

A. APPLICATION PROCESS

Following a Sub-Phase Approval, Vertical Developers (including Developer or its Affiliates when acting as a Vertical Developer or when building Infrastructure subject to this Section VII as described below) may seek Approval of Vertical Improvements within that Sub-Phase. Vertical Application submissions shall consist of the following three components, to be submitted in the following order: (i) Schematic Design Documents, (ii) Design Development Documents and (iii) Construction Documents. Developer or, with the Approval of Developer in its sole discretion, Vertical Developer, may submit Schematic Design Documents for Vertical Improvements for one Lot concurrently with, or at any time following, an applicable Sub-Phase Application. No Vertical Approval shall be given by the Agency until after the Sub-Phase Approval for the Sub-Phase in which the Lot is located. Whether document submittals meet the applicable percentage of completion requirement described in this DRDAP shall be determined in the reasonable discretion of the Agency Director.

Schematic Design Documents Applications shall be Approved or disapproved by the Agency Commission, while Design Development Documents Applications and Construction Documents Applications shall be Approved or disapproved by the Agency Director (unless the Application includes substantial deviations from the Schematic Design Approval, which shall require Approval by the Agency Commission). Thus, where a Schematic Design Documents Application is submitted before Approval of the Sub-Phase Application to which it relates, the Agency shall process the Applications simultaneously but under the separate approval processes described in this DRDAP. The Agency’s time for determining that a Schematic Design Documents Application is a Complete Application, and then for reviewing and providing comments on Schematic Design Documents Application pursuant to this DRDAP, shall not commence until the Sub-Phase Application for the area in which the Schematic Design Documents Application is located has been Approved.

Before or concurrently with granting Approval of the Construction Documents Application for a Stand-Alone Workforce Project or an Alice Griffith Replacement Project, the

Agency shall have Approved the applicable Outside Dates for the Commencement and Completion of the Stand-Alone Workforce Project or Alice Griffith Replacement Project, as applicable. Such Outside Dates shall, upon determination, be included in the Schedule of Performance.

1. Pre-Submission Conference

Not less than thirty (30) days before submitting a Vertical Application, Vertical Developer shall submit to the Agency Director preliminary maps, plans, and design sketches of the type listed for Vertical Applications in Exhibit E-A, and any other data as Vertical Developer shall so desire concerning the applicable Lot. If not submitted together with applicable Sub-Phase application, a Mid-Block Break Specifications Book shall be submitted no later than 90 days before the first Schematic Design Documents Application for a building within the Sub-Phase that is adjacent to a mid-block break. Not less than fifteen (15) days before submitting a Vertical Application, Vertical Developer and the Agency staff shall hold at least one pre-submission conference at a mutually agreeable time. Vertical Developer may submit information and materials iteratively, and Vertical Developer and the Agency may agree to hold such additional meetings and conferences as they may deem useful or appropriate. If Vertical Developer fails to submit such preliminary documents or to schedule such pre-submission conference before submitting a Vertical Application as specified above, then such failure shall not, by itself, constitute an Event of Default and instead the Agency's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by twenty (20) days (e.g., if a Vertical Application is submitted before submitting such preliminary documents or scheduling such a pre-submission conference, then the Agency's time to determine that such Application is a Complete Application shall be extended from ten (10) days to thirty (30) days). Any such extension shall not be the basis for Excusable Delay.

2. Submission

Subject to the terms of the DDA, Vertical Developer shall submit each Vertical Application for the Alice Griffith Replacement Projects and the Stand-Alone Workforce Projects on or before the dates needed to satisfy the applicable Outside Dates for the Commencement and Completion of the Alice Griffith Replacement Projects and the Stand-Alone Workforce Projects.

B. REVIEW OF SCHEMATIC DESIGN DOCUMENTS

“**Schematic Design Documents**” refer to schematic design level of detail for a specific Improvement, building upon the massing and design concepts outlined in the Major Phase Approval and Sub-Phase Approval and, unless otherwise Approved by Vertical Developer and the Agency Director, each in their sole discretion, shall include the documents and materials described for Schematic Design Documents Applications in Exhibit E-A.

1. Agency Review - Initial

The Agency staff shall review as expeditiously as reasonably possible each Schematic Design Documents Application using the same procedures described for Major Phase Applications in Section IV.B.1. A Schematic Design Documents Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the

Agency Director notifies Developer that it is a Complete Application, and the review periods shall commence on the date of such notification.

2. City Agency Review - Complete Schematic Design Documents Application

Within three (3) days of the Agency's determination that a Schematic Design Documents Application is a Complete Application, the Agency staff shall submit such Complete Schematic Design Documents Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to the Agency thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the Interagency Cooperation Agreement or the Planning Cooperation Agreement if applicable (e.g., the Planning Cooperation Agreement provides the Planning Department with a forty-five (45) day review and comment period). Consistent with the Agency's responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Schematic Design Documents Application, or applicable portions thereof, within such time.

3. Agency Review - Complete Schematic Design Documents Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Schematic Design Documents Application and shall notify Vertical Developer of the Agency staff's comments and comments by applicable City Agencies. The Agency staff shall provide final comments on each Complete Schematic Design Documents Application within sixty (60) days (for Applications pertaining to buildings one hundred and thirty (130) feet in height and under) or within eighty (80) days (for Applications pertaining to buildings over one hundred and thirty (130) feet in height) following the Agency's determination that the Schematic Design Documents Application is a Complete Application. For Schematic Design Documents Applications pertaining to either the arena or the regional retail shopping center proposed within the Candlestick Site, the Agency's time for providing final comments on such Complete Schematic Design Documents Application shall be extended by sixty (60) days.

The Agency staff may propose changes to the Complete Schematic Design Documents Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Vertical Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) or eighty (80) day period described above, as applicable, unless agreed to by Developer and Agency staff.

Vertical Developer shall have the right at any time after such sixty (60) or eighty (80) day period, as may be extended as set forth above, has run to require that the Agency Director submit the Complete Schematic Design Documents Application to the Agency Commission for review and consideration, with or without Agency staff recommendation. Notwithstanding the

foregoing, if one or more Vertical Developers submit a subsequent Complete Schematic Design Documents Application for a different Lot within fifteen (15) days of the date of submittal of a previous Schematic Design Documents Application, then the Agency shall be entitled to an additional fifteen (15) days to review and determine whether such subsequent Schematic Design Documents Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay.

At the close of the periods described above in this Section VII.B.3, the Vertical Developer shall submit the Complete Schematic Design Documents Application to the CAC. The Agency Director shall then submit the Complete Schematic Design Documents Application to the Agency Commission for review and consideration at the next regularly-scheduled meeting of the Agency Commission for which an agenda has not yet been finalized and for which the Agency can prepare and submit a staff report in keeping with standard practices of the Agency. The Agency Commission shall take action on each Complete Schematic Design Documents Application in accordance with the standards in Section VII.B.4 within thirty (30) days after such Complete Schematic Design Documents Application is introduced at a public meeting of the Agency Commission for review and Approval, unless Vertical Developer, in its sole discretion Approves an extension of such period. As to Stand-Alone Workforce Projects and Alice Griffith Replacement Projects, failure of the Agency Director to submit a Complete Schematic Design Documents Application to the Agency Commission, and the failure of the Agency Commission to act, within the time frames specified above shall each be a basis for Excusable Delay.

4. Agency Review - Approval Standard

All Schematic Design Documents Applications shall be reviewed and considered by the CAC, and then the Agency Commission, and shall be Approved by the Agency Commission if and to the extent the Schematic Design Documents Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Commission.

If a Schematic Design Documents Application is disapproved by the Agency Commission, then the Agency Commissioners shall, at the public hearing during which the Schematic Design Documents Application is being considered, state the basis for the disapproval, which basis shall be summarized in writing by the Agency Director after the hearing and delivered to Vertical Developer. Following any disapproval of a Schematic Design Documents Application, Vertical Developer may make changes to and resubmit the Schematic Design Documents Application at any time; provided, for Alice Griffith Replacement Projects and Stand-Alone Workforce Projects, such resubmittal shall be made within ninety (90) days. Promptly following the Agency Director's receipt of a revised Complete Schematic Design Documents Application, the Agency Director shall submit such revised Complete Schematic Design Documents Application in accordance with the procedure set forth in this Section VII.B. For Alice Griffith Replacement Projects and Stand-Alone Workforce Projects, the Schedule of Performance shall be automatically extended, if necessary, to allow for the foregoing procedure; provided, however, that the Schedule of Performance shall not be so extended for more than one revised Complete Schematic Design Documents Application for each such Alice Griffith

Replacement Project and Stand-Alone Workforce Project without the Approval of the Agency Director.

5. Amendments to Schematic Design Documents Approvals

Vertical Developers may apply to the Agency for an amendment to a Schematic Design Documents in accordance with the standards and procedures for a Schematic Design Documents Application. All proposed amendments to Schematic Design Documents shall be subject to review and Approval by the Agency Director, unless the Agency Director determines that the proposed amendment is material, in which case the Agency Commission shall take action on the proposed amendment in accordance with the standards and procedures set forth in Section VII.B.

C. REVIEW OF DESIGN DEVELOPMENT

“**Design Development Documents**” refer to design development level of detail for a specific Improvement and, unless otherwise Approved by Vertical Developer and the Agency Director, shall include the documents and materials described for Design Development Documents in Exhibit E-A. The purpose of this submittal is to expand upon the Schematic Design Documents, incorporate changes resulting from resolution of comments and concerns raised during the review of the Schematic Design Documents in accordance with Sections VII.B.1 and 2, and prepare drawings and other documents for architectural, structural, mechanical and electrical systems.

1. Agency Review - Initial

The Agency staff shall review as expeditiously as reasonably possible each Design Development Application using the same procedures described for Major Phase Applications in Section IV.B.1. A Design Development Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the Agency Director notifies Developer that it is a Complete Application, and the review periods shall commence on the date of such notification.

1. City Agency Review - Complete Design Development Application

Within three (3) days of the Agency’s determination that a Design Development Application is a Complete Application, the Agency staff shall submit such Complete Design Development Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to the Agency within thirty (30) days from the City Agency’s receipt of the submittal. Consistent with the Agency’s responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Design Development Application, or applicable portions thereof, within such time.

2. Agency Review - Complete Design Development Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Design Development Application and shall notify Vertical Developer of the Agency staff's comments and comments by applicable City Agencies. The Agency staff shall provide final comments on each Complete Design Development Application within sixty (60) days (for Applications pertaining to buildings one hundred and thirty (130) feet in height and under) or within eighty (80) days (for Applications pertaining to buildings over one hundred and thirty (130) feet in height) following the Agency's determination that the Design Development Application is a Complete Application. Notwithstanding the foregoing, if one or more Vertical Developers submit a subsequent Design Development Application for a different Lot within fifteen (15) days of the date of submittal of a previous Design Development Application, then the Agency shall be entitled to an additional fifteen (15) days to review and determine whether such subsequent Design Development Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay.

The Agency staff may propose changes to the Complete Design Development Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Vertical Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) or eighty (80) day period specified above (as extended for multiple Applications as set forth above) unless agreed to by Developer and Agency staff. Vertical Developer shall have the right at any time after such period has run to require that the Agency staff submit the Complete Design Development Application to the Agency Director for review and consideration.

At the close of the periods described above in this Section VII.C.3, the Agency staff shall submit the Complete Design Development Application to the Agency Director for review and consideration. The Agency Director shall take action on each Complete Design Development Application in accordance with the standards in Section VII.C.4 within thirty (30) days after such submittal to the Agency Director.

3. Agency Review - Approval Standard

All Design Development Applications shall be reviewed and considered by the Agency Director, and shall be Approved if and to the extent the Design Development Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Director. If a Design Development Application is disapproved by the Agency Director, then the Agency Director shall send a notice to the applicant stating the basis for the disapproval. The applicant shall have the opportunity to make changes to and resubmit the Design Development Application from time to time. Promptly following the Agency Director's receipt of a revised Complete Design Development Application, the Agency Director shall review and consider such Application in accordance with the procedure set forth in this Section VII.C.

4. Amendments to Design Development Documents Approvals

Vertical Developer may apply to the Agency for an amendment to Design Development Documents consistent with, to the extent applicable, the requirements for Design Development Documents. All proposed amendments to Design Development Documents shall be subject to review and Approval by the Agency Director in the manner and to the extent set forth in Section VII.C; provided that: (i) proposed amendments that materially amend the Schematic Design Documents shall be reviewed under the standards and procedures applicable to

Schematic Design Documents in Section VII.B; and (ii) proposed amendments that materially extend the Schedule of Performance for Completion of the Units on an Alice Griffith Lot or Stand-Alone Workforce Lot shall be reviewed under the standards and procedures applicable to Major Phase Applications in Section III.B. Variances may not be requested through an application for an amendment.

D. REVIEW OF CONSTRUCTION DOCUMENTS

“**Construction Documents**” refer to the construction documents level of detail for a specific Improvement and, unless otherwise Approved by the Agency Director, shall include the documents and materials described for Construction Documents in Exhibit E-A. The purpose of this submittal is to expand and develop the Design Development Documents to their final form, prepare drawings and specifications in sufficient detail to set forth the requirements of construction of the Improvement and to provide for application for and receipt of all Authorizations required in order to Commence and Complete the applicable Improvements.

1. DBI Review – Initial

The DBI staff shall review each Construction Documents Application as expeditiously as reasonably possible in accordance with the Interagency Cooperation Agreement and consistent with the Applicable City Regulations.

2. Agency Review - Initial

The Agency staff shall review each Construction Documents Application as expeditiously as reasonably possible using the same procedures described for Major Phase Applications in Section IV.B.1. A Construction Documents Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the Agency Director notifies Developer that it is a Complete Application, and the review periods shall commence on the date of such notification.

3. City Agency Review - Complete Construction Documents Application

Vertical Developers shall submit Construction Documents Applications concurrently to the Agency and DBI, who shall circulate permit applications to appropriate City Agencies within three (3) days of the Agency’s determination that a Construction Documents Application is a Complete Application, consistent with the requirements of the Interagency Cooperation Agreement. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to

the Agency within thirty (30) days from the City Agency's receipt of the submittal. Consistent with the Agency's responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Construction Documents Application, or applicable portions thereof, within such time.

4. Agency Review - Complete Construction Documents Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Construction Documents Application and shall notify Vertical Developer of the Agency staff's comments and comments by applicable City Agencies. The Agency staff shall provide final comments on each Complete Construction Documents Application within sixty (60) days (for Applications pertaining to buildings one hundred and thirty (130) feet in height and under) or within eighty (80) days (for Applications pertaining to buildings over one hundred and thirty (130) feet in height) following the Agency's determination that the Construction Documents Application is a Complete Application. Notwithstanding the foregoing, if one or more Vertical Developers submit a subsequent Construction Documents Application for a different Lot within fifteen (15) days of the date of submittal of a previous Construction Documents Application, then the Agency shall be entitled to an additional fifteen (15) days to review and determine whether such subsequent Construction Documents Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay.

The Agency staff may propose changes to the Complete Construction Documents Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Vertical Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) and eighty (80) day period specified above (as extended for multiple Applications as set forth above) unless agreed to by Developer and Agency staff. Vertical Developer shall have the right at any time after such period has run to require that the Agency staff submit any final comments on the Complete Construction Documents Application to DBI and the Agency Director for review and consideration.

At the close of the periods described above in this Section VII.D.4, the Agency staff shall submit the Complete Construction Documents Application to DBI and the Agency Director for final review and consideration. DBI and the Agency Director shall take action on each Complete Construction Documents Application in accordance with the standards in Section VII.D.4 within thirty (30) days after such submittal.

5. Agency Review - Approval Standard

DBI approval of Construction Documents Applications shall be made in accordance with Applicable City Regulations.

All Construction Documents Applications shall be Approved by the Agency Director if and to the extent the Construction Documents Application (i) conforms to and is consistent with

the applicable Redevelopment Requirements and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Director. If a Construction Documents Application is disapproved by the Agency Director, then the Agency Director shall send a notice to the applicant stating the basis for the disapproval. The applicant shall have the opportunity to make changes to and resubmit the Construction Documents Application from time to time. Promptly following the Agency Director's receipt of a revised Construction Documents Application, the Agency Director shall review and consider such Application in accordance with the procedure set forth in this Section VII.D. The approval of the Agency shall not override the review authority of DBI under the standards and procedures of the Applicable City Regulations.

Construction Documents shall not be Approved until the conditions and requirements set forth in article 4 of the DDA have been satisfied or waived by the Agency.

6. Amendments to Construction Documents Approvals

Vertical Developer may apply to the Agency and DBI for an amendment to Construction Documents consistent with the Applicable City Regulations.

All proposed amendments to the Construction Documents shall be reviewed and considered by DBI and the Agency Director in the manner and to the extent set forth in Section VII.D; provided that: (i) proposed amendments that materially amend the Schematic Design Documents shall be reviewed under the standards and procedures applicable to Schematic Design Documents in Section VII.B; and (ii) proposed amendments that materially extend the Schedule of Performance for Completion of the Units on an Alice Griffith Lot or Stand-Alone Workforce Lot shall be reviewed under the standards and procedures applicable to Major Phase Applications in Section IV.B.

7. Processing Alternative for Construction Documents

Construction Documents may, as an alternative to the process described in this Section VII.D, be divided and submitted separately for various Improvements on a Lot in accordance with an addenda schedule for the Lot prepared by Developer in consultation with DBI and Approved by the Agency Director. The Agency Director shall review and Approve or deny any such addenda schedule within twenty (20) days of receipt.

VIII. PARKS & OPEN SPACE AND RELATED IMPROVEMENTS

A. Application Process

Open Space Application submissions shall consist of the following three components, to be submitted in the following order: (i) Open Space Schematic Design Documents, (ii) Open Space Design Development Documents and (iii) Open Space Construction Documents.

The Developer will submit the Open Space Schematic Designs Documents at or prior to the Application Outside Date for the Sub-Phase within which the applicable Open Space Lot or POPOS is located, but in any event, approval shall be given by the Agency concurrent with or after the Sub-Phase Approval for the Sub-Phase in which the Open Space Lot is located.

Schematic Design Documents Applications shall be Approved or disapproved by the Agency Commission, while Design Development Documents Applications and Construction Documents Applications shall be Approved or disapproved by the Agency Director (unless the Application includes substantial deviations from the Schematic Design Approval, which shall require Approval by the Agency Commission). Where a Schematic Design Documents Application is submitted before Approval of the Sub-Phase Application to which it relates, the Agency shall process the Applications simultaneously but under the separate approval processes described in this DRDAP.

Application submissions shall be submitted in accordance with the requirements listed in Exhibit E-A.

B. PRE-SUBMITTAL COORDINATION AND PRE-SUBMISSION CONFERENCE

1. Pre-Submittal Coordination

Developer shall work closely with Agency staff prior to the development of the Schematic Design Documents for Open Space Lots. The Developer shall work with the Agency staff on a community outreach process prior to the submission of the Schematic Design Application for all Open Space Lots. Developer shall share all preliminary site plan, site sections, other general design constraints and opportunities such as topography, grading, infrastructure and fiscal constraints that that will inform the development of the Schematic Design Application.

2. Pre-Submission Conference

Not less than thirty (30) days before submitting an Open Space Schematic Design Application, the Developer shall submit to the Agency Director an illustrative explanation of design concept, site sections indicating design constraints and opportunities, topography, circulation and views, and other plans listed for Schematic Designs in Exhibit E-A, and any other data the Developer shall so desire concerning the applicable Open Space Lot. Not less than twenty (20) days before submitting an Open Space Schematic Design the Developer and the Agency staff shall hold at least one pre-submission conference at a mutually agreeable time. The Developer may submit information and materials iteratively, and Developer and the Agency may agree to hold such additional meetings and conferences as they may deem useful or appropriate. If Developer fails to submit such preliminary documents or to schedule such pre-submission conference before submitting an Open Space Schematic Design Application as specified above, then such failure shall, by itself, not constitute an Event of Default and instead the Agency's time for review of the Application in order to determine that such Application is a Complete Application shall be extended by thirty (30) days. Any such extension shall not be the basis for Excusable Delay.

C. REVIEW OF OPEN SPACE SCHEMATIC DESIGN DOCUMENTS

1. Agency Review - Initial

A Schematic Design Documents Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the Agency Director notifies

Developer that it is a Complete Application, and the review periods shall commence on the date of such notification.

2. City Agency Review - Complete Open Space Schematic Design Documents Application

Within three (3) days of the Agency's determination that Schematic Design Documents Application is a Complete Application, the Agency staff shall submit such Complete Schematic Design Documents Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to the Agency thirty (30) days from the City Agency's receipt of the submittal, subject to any longer period set forth in the Interagency Cooperation Agreement or the Planning Cooperation Agreement if applicable (e.g., the Planning Cooperation Agreement provides the Planning Department with a forty-five (45) day review and comment period). Consistent with the Agency's responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Schematic Design Documents Application, or applicable portions thereof, within such time.

3. Agency Review - Complete Schematic Design Documents Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Schematic Design Documents Application and shall notify Developer of the Agency staff's comments and comments by applicable City Agencies. The Agency shall provide initial draft comments on the Complete Schematic Design Documents Application within thirty (30) days. The Agency staff shall provide final comments on each Complete Schematic Design Documents Application within sixty (60) days following the Agency's determination that the Schematic Design Documents Application is a Complete Application.

The Agency staff may propose changes to the Complete Schematic Design Documents Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) day period described above, as applicable, unless agreed to by Developer and Agency staff.

The Developer shall have the right at any time after such (60) day period, as may be extended as set forth above, to submit the Complete Schematic Design Documents Application to the full CAC and subsequently to require that the Agency Director submit the Complete Schematic Design Documents Application to the Agency Commission for review and consideration, with or without Agency staff recommendation. Notwithstanding the foregoing, if the Developer submits a Schematic Design Documents Application for a different Open Space Lot within fifteen (15) days of the date of submittal of a previous Schematic Design Documents Application, then the Agency shall be entitled to an additional fifteen (15) days to review and

determine whether such subsequent Schematic Design Documents Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay.

At the close of the periods described above in this Section VIII.C.3 and following the review and consideration of the Complete Schematic Design Documents Application by the applicable CAC Subcommittee and the full CAC (which shall consist of the number of members required to constitute a quorum), the Agency Director shall submit the Complete Schematic Design Documents Application to the Agency Commission for review and consideration at the next regularly-scheduled meeting of the Agency Commission for which an agenda has not yet been finalized and for which the Agency can prepare and submit a staff report in keeping with standard practices of the Agency. The Agency Commission shall take action on each Complete Schematic Design Documents Application in accordance with the standards in Section VIII.B.4 during the hearing that such Complete Schematic Design Documents Application is considered by Agency Commission for review and Approval, unless the Developer, in its sole discretion Approves an extension of such period.

4. Agency Review - Approval Standard

All Schematic Design Documents Applications shall be reviewed and considered by the CAC, and then the Agency Commission, and shall be Approved by the Agency Commission if and to the extent the Schematic Design Documents Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Commission.

If a Schematic Design Documents Application is disapproved by the Agency Commission, then the Agency Commissioners shall, at the public hearing during which the Schematic Design Documents Application is being considered, state the basis for the disapproval, which basis shall be summarized in writing by the Agency Director after the hearing and delivered to Developer. Following any disapproval of a Schematic Design Documents Application, Developer may make changes to and resubmit the Schematic Design Documents Application at any time. Promptly following the Agency Director's receipt of a revised Complete Schematic Design Documents Application, the Agency Director shall submit such revised Complete Schematic Design Documents Application in accordance with the procedure set forth in this Section VIII.C.

5. Amendments to Schematic Design Documents Approvals

The Developer may apply to the Agency for an amendment to a Schematic Design Documents in accordance with the standards and procedures for a Schematic Design Documents Application. All proposed amendments to Schematic Design Documents shall be subject to review and Approval by the Agency Director, unless the Agency Director determines that the proposed amendment is material, in which case the Agency Commission shall take action on the proposed amendment in accordance with the standards and procedures set forth in Section VIII.C

D. REVIEW OF DESIGN DEVELOPMENT

“**Design Development Documents**” refer to design development level of detail for a specific Improvement and, unless otherwise Approved by Developer and the Agency Director,

shall include the documents and materials described for Design Development Documents in Exhibit E-A. The purpose of the Design Development Documents submittal is to expand upon the Schematic Design Documents, incorporate changes resulting from resolution of comments and concerns raised during the review of the Schematic Design Documents in accordance with Section VIII.C, and prepare drawings and other documents for Improvements.

1. Agency Review - Initial

The Agency staff shall review as expeditiously as possible each Design Development Application using the same procedures described for Major Phase Applications in Section IV.B.1. A Design Development Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the Agency Director notifies Developer that it is a Complete Application, and the review periods set forth below shall commence on the date of such notification.

2. City Agency Review - Complete Design Development Application

Within three (3) days of the Agency's determination that a Design Development Application is a Complete Application, the Agency staff shall submit such Complete Design Development Application, or applicable portions thereof, to applicable City Agencies. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to the Agency within thirty (30) days from the City Agency's receipt of the submittal. Consistent with the Agency's responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Design Development Application, or applicable portions thereof, within such time.

3. Agency Review - Complete Design Development Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Design Development Application and shall notify Developer of the Agency staff's comments. The Agency staff shall provide final comments on each Complete Design Development Application within sixty (60) days following the Agency's determination that the Design Development Application is a Complete Application. Notwithstanding the foregoing, if the Developer submits a subsequent Design Development Application for a different Open Space Lot within fifteen (15) days of the date of submittal of a previous Design Development Application, then the Agency shall be entitled to an additional fifteen (15) days to review and determine whether such subsequent Design Development Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay.

The Agency staff may propose changes to the Complete Design Development Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the thirty (30) day period specified

above (as extended for multiple Applications as set forth above) unless agreed to by Developer and Agency staff. Developer shall have the right at any time after such period has run to require that the Agency staff submit the Complete Design Development Application to the Agency Director for review and consideration.

At the close of the periods described above in this Section VIII.D.3, the Agency staff shall submit the Complete Design Development Application to the Agency Director for review and consideration. The Agency Director shall take action on each Complete Design Development Application in accordance with the standards in Section VIII.D.3 within thirty (30) days after such submittal to the Agency Director.

4. Agency Review - Approval Standard

All Design Development Applications shall be reviewed and considered by the Agency Director, and shall be Approved if and to the extent the Design Development Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Director. If a Design Development Application is disapproved by the Agency Director, then the Agency Director shall send a notice to the applicant stating the basis for the disapproval. The applicant shall have the opportunity to make changes to and resubmit the Design Development Application from time to time. Promptly following the Agency Director's receipt of a revised Complete Design Development Application, the Agency Director shall review and consider such Application in accordance with the procedure set forth in this Section VIII.C.

5. Amendments to Design Development Documents Approvals

Developers may apply to the Agency for an amendment to Design Development Documents in accordance with the standards and procedures for a Design Development Documents Application. All proposed amendments to Design Development Documents shall be subject to review and Approval by the Agency Director in the manner set forth in Section VIII.D, provided that: (i) proposed amendments that materially amend the Open Space Schematic Design Documents, or (ii) proposed amendments that materially extend the Schedule of Performance for Completion of Associated Public Benefits, shall be reviewed under the standards and procedures set forth for Schematic Design Documents Applications in Section VIII.C.

E. REVIEW OF OPEN SPACE CONSTRUCTION DOCUMENTS

“**Construction Documents**” refer to the construction documents level of detail for a specific Improvement and, unless otherwise Approved by the Agency Director, shall include the documents and materials described for Construction Documents in Exhibit E-A. The purpose of this submittal is to expand and develop the Design Development Documents to their final form, prepare drawings and specifications in sufficient detail to set forth the requirements of construction of the Improvement and to provide for application for and receipt of all Authorizations required in order to Commence and Complete the applicable Improvements.

1. Agency Review - Initial

The Agency staff shall review each Construction Documents Application as expeditiously as reasonably possible using the same procedures described for Major Phase Applications in Section IV.B.1. A Construction Documents Application shall not be deemed a Complete Application for purposes of the review periods set forth below until the Agency Director notifies Developer that it is a Complete Application, and the review periods shall commence on the date of such notification.

2. City Agency Review - Complete Construction Documents Application

Developers shall submit Construction Documents Applications concurrently to the Public Works Department Infrastructure Taskforce, who shall circulate permit applications to the Agency and the appropriate City Agencies within three (3) days of the Agency's determination that a Construction Documents Application is a Complete Application, consistent with the requirements of the Interagency Cooperation Agreement. The City Agencies will review submittals made to them for consistency with the Applicable City Regulations. Each City Agency will provide any comments on the submittal to the Agency within thirty (30) days from the City Agency's receipt of the submittal. Consistent with the Agency's responsibilities under the Interagency Cooperation Agreement and the Planning Cooperation Agreement, the Agency shall use commercially reasonable efforts to cause each applicable City Agency to complete its review of each Complete Construction Documents Application, or applicable portions thereof, within such time.

3. Agency Review - Complete Open Space Construction Documents Application

The Agency staff shall review as expeditiously as reasonably possible each Complete Construction Documents Application and shall notify Developer of the Agency staff's comments and comments by applicable City Agencies. The Agency staff shall provide final comments on each Complete Construction Documents Application within sixty (60) days following the Agency's determination that the Construction Documents Application is a Complete Application. Notwithstanding the foregoing, if the Developer submits a subsequent Construction Documents Application for a different Open Space Lot within fifteen (15) days of the date of submittal of a previous Construction Documents Application, then the Agency shall be entitled to an additional fifteen (15) days to review and determine whether such subsequent Construction Documents Application is a Complete Application. Any such extension shall not be the basis for Excusable Delay.

The Agency staff may propose changes to the Complete Construction Documents Application that do not conflict with the Redevelopment Requirements. If the Agency proposes any such changes, then the Agency and Developer shall promptly meet and confer in good faith for a period of not more than thirty (30) days, as such period may be extended by mutual agreement, to reach agreement on any such changes proposed by the Agency; provided such meet and confer period shall run concurrently with, and shall not extend, the sixty (60) day period specified above (as extended for multiple Applications as set forth above) unless agreed to by Developer and Agency staff. Developer shall have the right at any time after such period has

run to require that the Agency staff submit any final comments on the Complete Construction Documents Application to the Public Works Department and the Agency Director for review and consideration.

At the close of the periods described above in this Section VIII.E.3, the Agency staff shall submit the Complete Construction Documents Application to the Public Works Department and the Agency Director for final review and consideration. Public Works Department and the Agency Director shall take action on each Complete Construction Documents Application in accordance with the standards in Section VIII.C.4 within thirty (30) days after such submittal.

4. Agency Review - Approval Standard

The Public Works Department approval of Construction Documents Applications shall be made in accordance with Applicable City Regulations.

All Construction Documents Applications shall be Approved by the Agency Director if and to the extent the Construction Documents Application (i) conforms to and is consistent with the applicable Redevelopment Requirements and (ii) as to matters or details that are beyond the scope of the foregoing, is reasonably acceptable to the Agency Director. If a Construction Documents Application is disapproved by the Agency Director, then the Agency Director shall send a notice to the applicant stating the basis for the disapproval. The applicant shall have the opportunity to make changes to and resubmit the Construction Documents Application from time to time. Promptly following the Agency Director's receipt of a revised Construction Documents Application, the Agency Director shall review and consider such Application in accordance with the procedure set forth in this Section VIII.E. The approval of the Agency shall not override the review authority of Public Works Department under the standards and procedures of the Applicable City Regulations.

5. Amendments to Open Space Construction Documents Approvals

Developer may apply to the Agency and Public Works Department for an amendment to Construction Documents consistent with the Applicable City Regulations.

All proposed amendments to the Construction Documents shall be reviewed and considered by Public Works Department and the Agency Director in the manner and to the extent set forth in Section VIII.E; provided that: (i) proposed amendments that materially extend the Schedule of Performance for Completion of the Associated Public Benefits; or (ii) proposed amendments that materially amend the Schematic Design Documents shall be reviewed under the standards and procedures applicable to Schematic Design Documents in Section VIII.C

IX. OTHER CITY PERMITS

A. COMPLIANCE WITH OTHER LAWS

No review by the Agency will be made or Approval given as to the compliance of any Approval with any building codes and standards, including building engineering and structural

design, or any other applicable State or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any State or federal law or regulation related to the suitability of the improvements for use by persons with physical disabilities. Developer and Vertical Developers shall be responsible for all such compliance.

B. AGENCY REVIEW OF CITY PERMITS

No building permit, or any other City permit, including but not limited to any permits required by the Department of Public Works, shall be issued unless the Agency has first reviewed such building permit or other City permit for consistency with the Redevelopment Requirements and has signed the permit application. The Agency staff shall complete its review pursuant to this Section IX.B within thirty (30) days of receipt of such building permit or other City permit.

C. SITE PERMITS

Developer or Vertical Developer, as applicable, may submit a Site Permit application to the City once the Agency has determined that the Schematic Design Documents Application is a Complete Application, provided that in any event final Site Permits must be consistent with Approved Schematic Design Documents.

Under the Site Permit process, the Construction Documents may be divided and submitted to the Department of Building Inspection in accordance with an addenda schedule for the Lot(s) prepared by Developer in consultation with the DBI and Approved by the Agency Director within the time and subject to the conditions set forth in Section VII.C.6.

X. GOVERNMENT REQUIRED PROVISIONS, CHANGES

Where a change in a Complete Major Phase Application, Complete Sub-Phase Application, Complete Schematic Design Documents Application, Complete Design Development Documents Application, or Complete Construction Documents Application is required by a City Agency or other Governmental Entity and such City Agency or Governmental Entity has authority to require such change pursuant to either applicable State or federal law or, in the case of City Agencies, pursuant to the Interagency Cooperation Agreement or the Planning Cooperation Agreement, the Agency and the Developer and Vertical Developers, as applicable, acknowledge and agree that: (i) they will meet and confer and make every reasonable effort to respond to such requirement in a manner that is consistent with the Redevelopment Requirements and applicable State and federal law; and (ii) the Agency will not deny its Approval of any change that is required to comply with applicable State or federal law or the requirements of City Agencies and Governmental Entities that do not conflict with the Redevelopment Requirements.

EXHIBIT E-A

Documents to be Submitted for Major Phase Applications, Sub-Phase Applications, Open Space Applications and Vertical Applications

During each stage of the project design review process set forth in this DRDAP, the Agency staff and the applicant may Approve changes to the scale of the drawings set forth herein. Recognizing that each Improvement is unique, the applicant and the Agency may Approve changes to the type and scope of documents set forth in this DRDAP for a particular Application, including in order to ensure consistency with standards and guidelines in the Redevelopment Requirements.

Design Documents and other Construction Documents to be submitted shall be prepared by an architect, or a civil engineer, as applicable, licensed to practice in and by the State of California.

A. Major Phase Applications

Major Phase Applications submitted to the Agency shall be in the form of six (6) hard copies and one (1) digital file. A Major Phase Application shall include the following documents:

1. Written Narrative Statement

Each submittal shall include a written statement regarding: (a) the proposed land use program; (b) conformance with the Design for Development; (c) sustainability measures to be implemented within the Major Phase; (d) a summary of material conditions that must be satisfied under the DDA during the course of the Major Phase; (e) a written description and map to show each of the proposed Sub-Phases within the Major Phase, including the proposed sequence of Commencement of the Sub-Phases; (f) a description of the Infrastructure, Community Benefits, and Developer's Below-Market Housing Obligations to be completed within each Sub-Phase; and (g) if there are any changes in the boundaries of the Sub-Phases as set forth in the Phasing Plan or the sequence of Application for or Commencement of the Sub-Phases as set forth in the Schedule of Performance, a description of and explanation for the proposed changes.

2. Schedule of Performance

Each submittal shall include a report regarding compliance with the Schedule of Performance and proposed changes to the Schedule of Performance, if any, for the submission of Sub-Phase Applications and the Commencement and Completion of all Infrastructure for each Sub-Phase within the Major Phase. Any proposed change to the Schedule of Performance shall include a description of and explanation for the proposed change. The submittal shall also include a proposed schedule for review and comment of the Major Phase Application by the CAC.

While the Schedule of Performance need not include dates for the Approval of intermediary Design Development Documents and Construction Documents for Infrastructure or for Open Space, Developer shall submit intermediary Design Development Documents and Construction

Documents as contemplated by this DRDAP as needed to reach the state of completion required by this DRDAP.

3. Data Charts

Each submittal shall include the following data charts:

- a. Approximate square footage of all proposed Lots or blocks within the Major Phase;
- b. Program of uses and approximate aggregate square footage of use type by Sub-Phase;
- c. If housing is included, a Housing Data Table, as described in the Below-Market Rate Housing Plan;
- d. Square footage of Project development by use and by lot number that either has been completed or is under active construction by Major Phase and Sub-Phase. This should include development that has received a Certificate of Final Completion and Occupancy. This information could be provided in conjunction with the Housing Data Table.
- e. Approximate anticipated building heights;
- f. Estimated aggregate development for Sub-Phases included in the Major Phase Application in relation to the total allowable building program; and
- g. Status of overall development build-out for previous Major Phases, if any.

4. Vicinity Plan

In addition to the Site Plan covering the Major Phase, a diagrammatic Vicinity Plan should be submitted showing the Major Phase in the context of planned and existing Improvements and including the following information:

- a. Land uses on surrounding blocks within and outside the Project Site;
- b. Utilities, including interim facilities;
- c. Vehicular, transit, bicycle and pedestrian circulation;
- d. View corridors, including view corridors consistent with the Public Trust Exchange Agreement, as applicable;
- e. Public open space and POPOS as defined in the DRDAP; and

f. Community Facilities.

If there are proposed changes to the location of these spaces from the Development Plan, Design for Development, Transportation Plan or Infrastructure Plan, the submittal should include a description of and explanation for the proposed changes.

5. **Site Plan**

The Site Plan will pertain to the total area of development and improvement included in the Major Phase, including the development sites, streets, Open Space and Infrastructure. A Site Plan or Plans as needed (at a scale of 1" = 100'), should conceptually indicate:

- a. Location of potential uses;
- b. Sub-Phase blocks, proposed approximate Lot boundaries and dimensions if available at the time of submission;
- c. Proposed location of Public Property;
- d. Generalized lot coverage and conceptual diagrams of massing, height, and bulk of future buildings illustrated in neighborhood-wide plans, sections and three-dimensional figures (note that changes to the lot coverage and conceptual diagrams in subsequent Sub-Phase Applications or Vertical Applications shall not be considered deviations requiring additional review by the Agency Director or Agency Commission);
- e. Planned public open space areas on Open Space Lots and POPOS (to the extent known at the time of submittal), within and surrounding the proposed Major Phase;
- f. Location of Auction Lots (see Section 17.2 in the DDA)
- g. Fire Station Lot location (as applicable)
- h. Diagram of proposed roads and sidewalks separating blocks, Public Alleys adjacent to Park and Open Space, and, to the extent known, Private Alleys, mid-block connections, or pedestrian connections;
- i. Identification of the streets in the Major Phase that will be impressed with the Public Trust consistent with the Public Trust Exchange Agreement; and

If there are any changes from the Development Plan, the submittal should include a description of and explanation of the proposed changes.

6. Infrastructure Plans and Documents

Illustrative concept plans for Infrastructure shall be submitted for both transportation systems and utilities within that Major Phase and shall correspond to any Improvements to be provided with the applicable transfer map or vesting tentative transfer map.

a. Transportation

Plans submitted shall indicate the relationship of the Major Phase to the overall transportation system serving the Project Site. This may pertain to specific portions of these facilities to be constructed as a part of the Major Phase, and/or connections to facilities outside the boundaries of the Major Phase. For a particular Major Phase, the following shall be submitted as they relate to all public spaces within the Major Phase:

(1) Transit

- (a)** Narrative materials with a discussion of transit serving the Major Phase;
- (b)** Any measures that are a part of the CP-HP Transportation Demand Management Plan, as defined in the Transportation Plan, that will be implemented in whole or part by the Major Phase;

(2) Roadways

- (a)** Plans of new or reconstructed streets including any new or reconstructed streets to be impressed with the Public Trust consistent with the Public Trust Exchange Agreement;
- (b)** Plan views and approximate road sections consistent with the Infrastructure Plan and the Public Trust Exchange Agreement, as applicable;
- (c)** Plan view of recreational bike trails and, if applicable, any separate commuter bike routes;

(3) Pedestrian routes and improvements

- (a)** Approximate Sidewalk widths and pedestrian amenities;
- (b)** Approximate locations of Public Alleys, mid-block breaks, and, to the extent known, other pedestrian connections, as applicable;

(4) Bike Facilities

- (a) Approximate Location, alignment and width of Class One bicycle facilities;
 - (b) Location of on-street bike routes bike lanes or routes shall be identified on plan views of roadways.
- (5) Bridge (for the Applicable Major Phase)
 - (a) Concept Plans and sections of transit facilities, vehicle lanes if applicable, pedestrian routes, improvements and amenities, bike facilities, and any information that is required to satisfy the Yosemite Slough Bridge provisions of the State Parks Agreement

b. Utilities

Plans for utilities shall be set forth in the Infrastructure Plan and Master Utility Plans. The Major Phase Application will include concept level plan drawings that indicate the relationship of the Major Phase to the utilities serving the Project Site, including where relevant:

- (1) Separated sanitary sewer and storm drain facilities and combined sanitary and storm drain facilities, if applicable.

For informational purposes, a generalized graphic and narrative description of these facilities, as related to the location of the Major Phase Application.

- (2) Joint trench – electric power, natural gas, telephone and data communications.

Anticipated corridors for these facilities to be shown on the Site Plan or on utility subset of the Site Plan.

- (c) Stormwater treatment program including location and size of street and park based facilities and treatment options on Private Parcels.
- (d) Status of overall development build-out of utilities in previous Major Phases, if any.
- (e) Proposed changes to the Infrastructure Plan attached to the DDA, if any, and the reason for the proposed changes.

7. **Transfer or Subdivision Maps**

Copies of any tentative transfer maps, vesting tentative transfer maps, tentative subdivision maps, or vesting tentative subdivision maps that have been filed with the City that relate to the real property in the Major Phase Application.

8. Geotechnical Report for the Entire Project Site

A comprehensive site-specific geotechnical investigation report, covering the geological conditions of the entire Project Site prepared by a California Certified Engineering Geologist or California Registered Geotechnical Engineer and any plans prepared in compliance with the requirements of the San Francisco Building Code, the Seismic Hazards Mapping Act, and requirements contained in CGS Special Publication 117A “Guidelines for Evaluating and Mitigating Seismic Hazards in California” shall be submitted with the Major Phase Application for the Initial Major Phase and updated as needed with each subsequent Major Phase.

9. Community Benefits

A summary of compliance with the Community Benefits Plan, and a description of the substance and the anticipated timing of the community benefits, including any payments or obligations to be fulfilled, in the Major Phase in accordance with the Community Benefits Plan.

10. Phasing Plan

Within the Major Phase, any anticipated phasing of construction or temporary Improvements, including temporary or interim parking facilities, construction staging areas, and interim infrastructure, if any, shall be indicated. If there are any changes from the Phasing Plan, the submittal should include a description of and explanation for the proposed changes.

11. Private Parcels

Identification of any Private Parcels in the Major Phase, and a summary of the acquisition documents through which Developer has acquired or has rights to acquire the Private Parcels.

12. Project MMRP

A report regarding compliance with the Project MMRP, that includes a description of the substance and timing of the Mitigation Measures to be completed during the Major Phase.

13. Insurance Requirements

See Section 22.7 in the DDA

B. Sub-Phase Applications

Sub-Phase Applications submitted to the Agency shall be in the form of six (6) hard copies and one (1) digital file. A Sub-Phase Application builds off the information of an Approved Major Phase, providing greater detail of the Infrastructure and vertical development plan, and shall include the following documents:

1. Written Narrative Statement

Each submittal shall include a written statement regarding (a) the proposed land use program; (b) conformance with the Design for Development and the Major Phase Approval; (c) a description of the proposed Infrastructure and Developer's Below-Market Housing Obligations to be completed within the Sub-Phase; (d) a detailed written description of any proposed change to the substance or timing of development of the Sub-Phase, including but not limited to any boundary change, from what was previously included in the Major Phase Approval for that Sub-Phase, and an explanation for the proposed change (or, if there are no proposed changes, a statement of such fact).

2. Schedule of Performance

Each submittal shall include a report regarding compliance with the Schedule of Performance and a proposed Schedule of Performance that includes the dates by which Developer shall Complete all of the Infrastructure for the Lots in the Sub-Phase and the Completion of all Improvements for the parks and open space. Any proposed change to the Schedule of Performance shall include a description of and explanation for the proposed change.

3. Data Charts

Data charts submitted should provide the following information including:

- a. Program of uses and approximate aggregate square footage of each use by Lot or block within the Sub-Phase. Lotting information will be provided, if available at the time Sub-Phase submission.
- b. If housing is included, a Housing Data Table, as described in the Below-Market Rate Housing Plan;
- c. Approximate square footage of all proposed Lots or blocks within the Sub-Phase.
- d. Square footage of Project development by use and by lot number that either has been completed or is under active construction by Major Phase and Sub-Phase. This should include development that has received a Certificate of Final Completion and Occupancy. This information could be provided in conjunction with the Housing Data Table.
- e. Anticipated building heights and bulk on a block by block basis at an incrementally greater level of detail than illustrated in the Major Phase Approval.
- f. Approximate number of off-street automobile parking, bike parking, and loading spaces, including the remaining balance of residential automobile parking allowance to be carried over from earlier Sub-Phases if applicable.

- g. Sub-Phase aggregate development in relation to the Major Phase and the total allowable building program.
- h. Status of overall development build-out for previous Sub-Phases, if any.

4. **Vicinity Plan**

In addition to the Site Plan covering the proposed development and the immediate area of the Sub-Phase, a diagrammatic Vicinity Plan should be submitted showing the Sub-Phase in the context of planned and existing Improvements:

- a. Land uses on surrounding blocks;
- b. Utilities, including interim facilities;
- c. Vehicular, transit bicycle and pedestrian circulation;
- d. View corridors including view corridors consistent with the Public Trust Exchange Agreement, as applicable;
- e. Public Open Space; and
- f. Community Facilities.

If there are proposed changes to the location of these spaces the submittal should include a description of and explanation for the proposed changes.

5. **Transfer or Subdivision Maps**

Copies of any Transfer Maps or Final Subdivision Maps that have been filed with the City that relate to the real property in the Sub-Phase Application.

6. **Site Plan**

The Site Plan will pertain to the total area of development and improvement included in the Sub-Phase, including the development sites, required streets, Open Space and Infrastructure Improvements. A Site Plan or Plans as needed (at a scale of 1" = 100'), should indicate:

- a. Location of potential uses;
- b. General site circulation;
- c. Sub-Phase blocks, approximate proposed block or Lot boundaries and dimensions;
- d. Proposed location of Community Facility Parcels and Community Facilities Space, Agency Lots, Community Builder Lots, Auction Lots, Maker Space and Open Space Lots;

- e. Illustrative examples of potential massing, height, and bulk of future buildings;
- f. Planned public open space areas, within and surrounding the proposed Sub-Phase;
- g. Private open space areas (including POPOS) to the extent known at the time of submittal;
- h. Approximate Setback areas;
- i. Diagram of proposed roads and sidewalks separating blocks; Public Alleys adjacent to Park and Open Space; and, to the extent known, any Private Alleys, mid-block connections or pedestrian connections;
- j. Anticipated location of entrances to buildings, parking and loading facilities to the extent known at the time of submission;
- k. Identification of the streets in the Sub-Phase that will be impressed with the Public Trust consistent with the Public Trust Exchange Agreement;
- l. Proposed stormwater treatment measures.

If there are any changes to the Sub-Phase from that described in the Major Phase Approval, the submittal should include a description of and explanation for the proposed changes.

7. Infrastructure Plans and Documents

a. Transportation

Plans submitted shall indicate the relationship of the Sub-Phase to the Major Phase and to the overall transportation system serving the Project Site. This may pertain to specific portions of these facilities to be constructed as a part of the Sub-Phase, and/or connections to facilities outside the boundaries of the Sub-Phase. For a particular Sub-Phase, the following shall be submitted as they relate to all public spaces within the Sub-Phase:

(1) Transit

- (a) Narrative materials with a discussion , plans and sections of transit serving (interim and permanent) the Major Phase;
- (b) Any measures that are a part of the CP-HP Transportation Demand Management Plan, as defined in the Transportation Plan, that will be implemented in whole or part by the Sub-Phase or applicable Major Phase;

(2) Roadways

- (a) A map of the streets impressed with the Public Trust consistent with the Public Trust Exchange Agreement;

(3) Pedestrian routes and improvements

- (a) Sidewalk widths and pedestrian amenities;
- (b) Approximate locations of mid-block breaks, and, to the extent known, other pedestrian connections, as applicable.

(4) Bike Facilities

- (a) Location, alignment and width of Class One bicycle facilities,
- (b) Location of the on-street bike routes, bike lanes or routes shall be identified on plan views and roadways.
- (c) Plan view of recreational bike trails and, if applicable, any separate commuter bike routes for both interim and permanent routes;

(5) Bridge

- (a) Plans and sections of transit facilities, vehicle lanes if applicable vehicle lanes if applicable, pedestrian routes, improvements and amenities, bike facilities, and any information that is required to satisfy the Yosemite Slough Bridge provisions of the State Parks Agreement

b. Utilities

Concept Plans for utilities shall be submitted, which indicate the relationship of the Sub-Phase to the Major Phase and to the utilities serving the Project Site, including where relevant:

- (1) Separated sanitary sewer and storm drain facilities and combined sanitary and storm drain facilities, if applicable.

For informational purposes, a generalized graphic and narrative description of these facilities, as related to the location of the Sub-Phase within the Major Phase and the specific sewer and storm

drain collection and conveyance facilities to be installed, shall be submitted.

- (2) Low and high pressure water mains, suction inlets, if applicable, and reclaimed water facilities.

For informational purposes, a generalized graphic and narrative description of these facilities, as related to the Sub-Phase within the Major Phase shall be submitted.

- (3) Joint trench – electric power, natural gas, telephone and data communications.

Anticipated corridors for these facilities to be shown on the Site Plan or on utility subset of the Site Plan.

c. **Mid-Block Breaks**

- (1) Locations and dimensions of mid-block alleys and pedestrian ways.
- (2) Assignment of mid-block break design, construction, and maintenance responsibility to designated party.
- (3) A Mid-Block Break Specifications Book may be submitted with the Sub-Phase Application or no later than 90 days before the first Schematic Design Documents Application for a building within the Sub-Phase that is adjacent to a mid-block break.

d. **Status of overall development build-out for previous Sub-Phases in the applicable Major Phase, if any.**

e. **Proposed changes to the Infrastructure Plan, if any, and the reason for the proposed changes.**

8. Open Space Plans

Schematic Design Documents, if not previously Approved by the Agency, for the Open Space Lots within the Sub-Phase, consistent with this DRDAP, the Phasing Plan, Infrastructure Plan, and Parks and Open Space Plan shall be submitted at the time of the corresponding Sub-Phase Application. Developer may request Director Approval to defer the submittal of Schematic Design Documents for the Open Space Lots within the Sub-Phase.

9. Cost Estimates

Cost Estimates for Infrastructure and for Schematic Designs for Open Space Lots shall be submitted as part of the Sub-Phase Application. The Cost Estimates for each Sub-Phase Application infrastructure should be prepared by a Licensed Civil Engineer based on the Approved Infrastructure Plan, Streetscape Master Plan, Transportation Plan and Master Utility Plans. The cost estimate should take into account the proposed infrastructure scope of the Sub-Phase, based on the adjacency principal and any interim improvements necessary to make the Sub-Phase infrastructure operational. The cost estimate should provide a list of assumptions and include a 15% design contingency, 15% construction contingency, and escalation. The cost estimates for the Open Space Lots should be prepared by a Licensed Landscape Architect or Certified Estimating Professional based on the Schematic Design. If Director Approval is granted to defer the submittal of Schematic Design Documents for Open Space Lot(s) within a Sub-Phase, the cost estimates for Open Space Lots shall be based on the Parks, Open Space and Habitat Concept Plan. Cost estimates based on the Parks, Open Space and Habitat Concept Plan shall include a 20% design contingency, 15% construction contingency, and escalation.

10. Corporate Guaranty

Developer shall provide to the Agency a form of Corporate Guaranty in accordance with section 26.4 of the DDA.

11. Community Benefits

A summary of compliance with the Community Benefits Plan Plan (including, for Shipyard Sub-Phase Applications, general location of Arts Center per Section 3.4(a)(v) of that Plan), and a description of the substance and the timing of the community benefits to be provided in the Sub-Phase.

12. Phasing Plan

Within the Sub-Phase, any anticipated phasing of construction or temporary Improvements, including temporary or interim parking facilities, construction staging areas, and interim infrastructure, if any, shall be indicated. If there are any changes from the Phasing Plan, the submittal should include a description of and explanation for the proposed changes.

13. Project MMRP

A report regarding compliance with the Project MMRP, including a description of the substance and timing of the Mitigation Measures to be completed during the Sub-Phase. The Agency Director shall review such report to ensure compliance with CEQA and the Project MMRP.

14. Auction Methodology

For any Auction Lots contained within such Sub-Phase, an Auction Methodology consistent with section 17.2 of the DDA.

C. Open Space Schematic Design, Design Development and Construction Document Applications

1. Open Space Schematic Design Applications

Schematic Design Documents, if not previously Approved by the Agency, for the Open Space Lots within the Sub-Phase, consistent with this DRDAP, the Phasing Plan, Infrastructure Plan, and Parks and Open Space Plan shall be submitted at the time of the corresponding Sub-Phase Application. Developer may request Director Approval to defer the submittal of Schematic Design Documents for the Open Space Lots within the Sub-Phase. Applications shall include the following:

- a. Context Plan at 1" = 250' scale indicating existing conditions on the site, including but not limited to the following:
 - (1) Existing structures and contours;
 - (2) Adjacent future Infrastructure i.e., water, sewer, electrical power, storm drains, etc.;
 - (3) Design constraints and opportunities including shadow and wind conditions that may suggest landscape opportunities or constraints (for example, related to the location of any proposed seating, special landscaping, etc.) based on existing sun/shadow diagrams and wind analysis.
- b. Site Plan at 1" = 50' scale illustrating schematic park designs including:
 - (1) Park program and location of facilities;
 - (2) Anticipated vehicular, bicycle and pedestrian circulation systems including parking;
 - (3) Active recreational uses;
 - (4) Proposed grading, landscaping and hardscape surface;
 - (5) Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing.
- c. Description of how the open space areas impressed with the public trust provide public recreation access to the San Francisco Bay

waterfront, provide for trust consistent park uses including regional serving open spaces, viewing area of the water and historic Shipyard facilities, the San Francisco Bay Trail, and restorative habitat areas. Recreational sports facilities will be limited to areas not subject to the public trust.

- (1) Isometric and/or perspective drawings or sketches sufficient to illustrate the general character of the open space, including its relationship to surrounding architecture.
- (2) A palette of open space materials and elements for use in expressing the particular character of the open space:
 - (a) Paving and construction materials;
 - (b) Plant materials;
 - (c) Site and street furniture;
 - (d) Lighting;
 - (e) Water features and related art work.
- (3) Schematic locations and sizes of all utility and drainage connections and other services requirements.

- d. The Schematic Design Application for Water Room Plaza / Dry Dock 4 will provide a summary of compliance with the Preservation Guidelines, Exhibit FF to the DDA. Schematic Design Applications for adaptive reuse of Dry Dock 2 or 3 will provide a summary of compliance with the historic resource treatment plan and methods developed for CP-HPS2.¹

2. Open Space Design Development Applications

Design Development Applications for Open Space Lots and POPOS shall include landscape architectural plans and sections at 1/16" = 1' or 1" = 20' at applicant's option and with details as appropriate, fixing locations and design of landscape elements, including the following:

- a) Paving, site furniture, stairs and other construction items;
- b) Grading and drainage;

¹ Lada Kocherovsky and Richard Sucre, Memorandum regarding Secretary of the Interior's Standards Evaluation of Proposed Treatments for Dry Docks 2, 3, and 4, October 5, 2009, prepared by Page & Turnbull for Therese A. Brekke, Lennar Urban

- c) Planting;
- d) Irrigation;
- e) Lighting;
- f) Graphics
- g) Fountains and related art works;
- h) Sidewalks, crosswalks and other street improvements;
- i) Service and vehicular access.
- j) Plans, elevations and sections, including structural, mechanical, electrical and other plans, at 1/16" = 1' or 1" = 20', at applicant's option, and with details as appropriate.
- k) Outline specifications.
- l) Preliminary materials and color board.

3. Open Space Construction Documents Application

The Construction Documents for Open Space Lots and POPOS shall comply with the requirements of Public Works Department and applicable City regulations, including Site Plans and Construction Drawings and Specifications ready for bidding.

D. Vertical Applications – Schematic Design Documents Applications

Schematic Design Documents Applications submitted to the Agency shall be in the form of four (4) hard copies and one (1) digital file. A Schematic Design Documents Application shall include the following documents.

1. Written Statement

A written statement of proposal shall expand on the statements in the Major Phase and Sub-Phase regarding design strategy, size and use of the facilities provided, conformance with the Design for Development, sustainability measure to be considered with the addition of the structural system, principal building materials and floor area calculations. For Schematic Design Applications that propose adaptive reuse of any of the following buildings, the written statement will include a summary of compliance with then-published Secretary of the Interior's Standards and Guidelines for Rehabilitation: Buildings 140, 204, 205, 207, 211, 224, 231, 253 (as identified on Map 3: Existing Buildings Map of the Shipyard Redevelopment Plan).

2. Data Chart

- a. Location and approximate square footage of particular land uses.

- b. If housing is included, a Project Data Table, as described in the Below-Market Rate Housing Plan.
- c. Automobile and bicycle parking provided.
- d. Building dimensions and conformance with Design for Development Standards.

3. **Schematic Drawings**

The Schematic Drawings shall include:

- a. Site plan at appropriate scale showing relationships of buildings with their respective uses designating open spaces, terraces, landscaped areas, walkways, loading areas, streets, water elements, and adjacent uses. Adjacent existing and proposed street, structures, parks, included Maker Space (if any), and mid-block breaks should also be shown. Scale: minimum 1/16" = 1'.
- b. Site sections showing height relationships of those areas noted above. Scale: minimum 1/16" = 1'.
- c. Building plans (typical floor plans, ground plane plans, roof plans), elevations and sections sufficient to describe the development proposal, the general architectural character, and materials proposed at appropriate scale to fully explain the concept. Scale: minimum 1/8" = 1'.
- d. Isometric or axonometric drawings to illustrate overall project and the building dimensions, bulk, setbacks, stepbacks, and streetwall.
- e. Detailed study materials as needed to examine critical urban design elements including building modulation and surface treatment, window systems, setback areas, building entries, parking and loading entries, retail storefronts, and rooftop elements.
- f. Conceptual design of mid-block breaks if applicable, including landscaping plans, travel way dimensions, sections, planting materials, furnishing, lighting and paving materials selection.
- g. Additional materials to illustrate unique building design elements or demonstrate conformance with design guidelines.

4. **Model**

A model shall be submitted to the Agency which shall be prepared at an appropriate scale indicating the exterior building design including façade articulation.

5. Sustainable Design Measures

A description of the sustainable design measures, with a Green building checklist and submittal requirements.

6. Perspectives, Sketches and Renderings

Perspectives, sketches, and renderings, (and other appropriate illustrative materials acceptable to the Agency) as necessary to indicate the architectural character of the project and its relationship to the pedestrian level shall be submitted. Mid-rise and high-rise submittals must include multiple illustrations of the proposed building in relation to built and planned neighboring buildings.

7. Façade Materials Board

Samples of proposed materials and exterior colors shall be submitted to the Agency in a manner to allow reviewing staff and members of the public to understand where materials are to be used and how they relate to each other. Sustainability qualities of proposed materials should be outlined.

8. Mid-Block Breaks

If not submitted together with applicable Sub-Phase application, a Mid-Block Break Specifications Book submitted pursuant to the timing requirements of the DRDAP (i.e., no later than 90 days before the first Schematic Design Documents Application for a building within the Sub-Phase that is adjacent to a mid-block break).

E. Vertical Applications – Design Development Applications

The Design Development Application shall include 40% working drawings that cover the following design elements:

1. Site plans showing where applicable:

- a. Building relationships to landscaped areas, parking facilities, loading facilities, roads, sidewalks, mid-block connections, any transit facilities, and both public and private open space areas. All land uses within the subject parcel shall be designated. Streets and points of vehicular and pedestrian access shall be shown, indicating proposed new paving, planting and lighting if applicable.
- b. All utilities or service facilities which are a part of or link this project to the public infrastructure shall be shown.
- c. Grading plans depicting proposed finish site elevations.
- d. Preliminary Site drainage and roof drainage.

- e. Required Preliminary connections to existing and proposed utilities.
 - f. All existing structures adjacent the site.
2. Building floor plans and elevations including structural system, at an appropriate scale (1/8" = 1' minimum).
 3. Building sections showing typical cross sections at an appropriate scale, and in particular indicating street walls and adjacent site-specific open spaces, relationship of ground floor uses to pedestrian outdoor areas, and including mechanical equipment.
 4. Building details of entries, stoops, window systems, exterior surfaces, bays, decks, lobbies, storefronts, and roof top screening.
 5. Landscape design plans between property line and building face showing details and intent of landscape elements including walls, fences, planting, outdoor lighting, ground surface materials. Appropriate reference to improvements in the City's right of way and/or mid-block breaks shall be shown.
 6. Drawings showing structural, mechanical and electrical systems.
 7. Materials and colors samples as they may vary from those submitted for Schematic Design approval.
 8. Sign locations and design.
 9. Outline specifications for materials and methods of construction.
 10. Roof plan showing location of and screen design for all rooftop equipment; and roof drainage.

F. Vertical Applications - Construction Documents

The Construction Documents shall comply with the requirements of DBI, including Site Plans and Construction Drawings and Specifications ready for bidding. In addition, the applicant shall submit a presentation of all exterior color schedules including samples, if appropriate, and design drawings for all exterior signs and graphics before completed construction.

EXHIBIT E-B

Documents to be Submitted for Streetscape Plans and Signage Plans

A. Streetscape Plans.

The Streetscape Plans shall be concept level plans that include, at a minimum, the following:

1. **Street Trees.** The Streetscape Plan will depict the types of street tree species proposed (and alternative species), general location, frequency and spacing of tree plantings, planting size, specifications for tree wells, and relationship to the street hierarchy.
2. **Landscaping.** The Streetscape Plan will depict typical locations for additional landscaping along sidewalks, in medians, or other areas of the right-of-way including design concepts, and species palette concepts.
3. **Lighting.** The Streetscape Plan will describe lighting fixture types, general location and frequency.
4. **Street Furnishings.** The Streetscape Plan will describe examples of selection of street furnishings including benches, trash/recycling receptacles, railings, bollards, newspaper racks, bicycle racks and kiosks. The Streetscape Plan will identify the general location, frequency and types of furnishing including typical streets and special installations at activity centers. Locations of and materials for transit facilities shall be coordinated with MTA.
5. **Sidewalk Treatment.** The Streetscape Plan will depict generally the sidewalk treatment, including surface materials, scoring patterns, curb ramp designs, and special treatments for boulevards and retail streets.
6. **Paving, Striping and Curbing.** The Streetscape Plan will depict generally the paving, striping, crosswalk and curbing features including traffic calming measures and special intersection treatments.
7. **Stormwater Treatment Measures.** The Streetscape Plan will depict generally the stormwater treatment measures and concepts that are within the public right of way.
8. **Utilities.** The Streetscape Plan will describe generally the preferred locations for utility boxes and vaults. The Streetscape Plan shall provide designs for appropriate vault covers and control boxes where applicable.

The Streetscape Plan shall describe the overall circulation plans, land uses, street hierarchy and specific streetscape responses to the street typologies. Plans shall be described and illustrated with typical plans, and sections of each street in the applicable Project Area. Areas of special treatment or unique configurations shall be described in greater detail. Detailed studies and images of selected materials, furnishings, trees, and

plant species shall be provided. Conceptual details of installation standards should be provide where appropriate.

B. Signage Plan.

The Signage Plans shall detail signage controls and concept level plans proposed for signage located within the public realm including rights-of-way, parks and open spaces, and POPOS. The Signage Plans shall include, at a minimum:

- a. Goals and Objectives.
- b. Signage Typology. Signage types proposed, including but not limited to vehicular, pedestrian and bicycle wayfinding signs and signs for public right-of-way, parks, open spaces and POPOS.
- c. Design and Location Strategy. Design precedents and inspirations; approximate sign locations including their relation to site vehicular, bicycle and pedestrian circulation and prominent destinations; parameters for signage placement within streetscapes and other parts of the public realm and POPOS; and other considerations guiding signage design and location.
- d. Signage Controls. Conceptual design standards including signage dimensions; dimensions of text or graphics; uniform signage features; lighting; and design palettes for materials, colors, and fonts.

The Design for Development includes signage standards for vertical development.

BMR HOUSING PLAN AMENDMENTS

SUMMARY

The BMR Housing Plan (also referred to in this Attachment as the “Plan”) is Exhibit F to the HPS2/CP DDA. The Plan describes the process and requirements for the development of approximately 10,500 homes on the Project Site and is designed to provide new housing opportunities for households of diverse income, ages, lifestyles and family size. Thirty-one and eighty-six hundredths percent (31.86%) of the Total Units (or 3,345 of 10,500 Units), will be Below-Market Rate Units, including Alice Griffith Replacement Units, Agency Affordable Units, Inclusionary Units and Workforce Units. The balance of the housing in the Project, approximately 7,155 Market Rate Units, will include a variety of unit types and sizes.

The BMR Housing Plan Amendments have been reviewed and approved by staff of MOHCD in addition to OCII staff.

The currently approved BMR Housing Plan defines Inclusionary Units as units for which the rental charge or purchase price is Affordable with an AMI Percentage that is equal to a minimum of eighty percent (80%) and a maximum of one hundred twenty percent (120%). The BMR Housing Plan also requires that Inclusionary Units be incorporated into Market Rate Lots at a percentage of no less than 5% and no more than 20%.

The Plan is modified to allow a 100% affordable 105-unit project (104 BMR units plus one manager's unit) for seniors (aged 62 and over) at 60% AMI and below in CP-02 (the “CP-02 Senior BMR Project”). Although below the 80% AMI minimum for Inclusionary Units, the units in the CP-02 Senior BMR Project would be considered Inclusionary Units, thereby accelerating the delivery of Inclusionary Units with deeper affordability than was previously allowed in the Plan. The Housing Table is modified to reflect the number of Inclusionary Units at the 80% AMI level will be reduced by the 104 units at the 60% AMI level in the CP-02 Senior BMR Project. The Plan modifications also allow parking spaces for the CP-02 Senior BMR Project to be offered for free at a ratio of .5 spaces for every unit. The CP-02 Senior BMR Project will not be subject to the 2.5 bedroom average goal typically required for Inclusionary Units as they will be serving seniors, a population that the Plan allows to be exempt from that goal. The Plan is also being modified to incorporate the transfer of 172 approved but unused residential units, including 18 Inclusionary Units, from Phase 1 to Phase 2. Finally, the Plan is being modified to provide Certificate of Preference (“COP”) holders priority for parking spaces in Inclusionary Units in Residential Projects with less than 1 parking space for every unit.

DETAILED AMENDMENT OVERVIEW

Amendments to the BMR Housing Plan include:

§1 Definitions

- Added a definition for the “CP-02 Senior BMR Project”
- Added a definition for “CP-02 Market Rate Project” to allow the remainder of CP-02 to have no Inclusionary Units if the CP-02 Senior BMR Project is built.
- Added a definition for “Additional Inclusionary Units” serving households at 80% AMI to allow for the transfer of 172 approved but unused residential units, including 18 Inclusionary Units, from Phase 1 to Phase 2
- Modified the definition of “Inclusionary Unit” to include the CP-02 Senior BMR Project

§2.2(b)(1) Inclusionary Units and Workforce Units

- Modified to allow the Inclusionary Units for the Market Rate Lot in CP-02 to be provided in the CP-02 Market Rate Project

§2.2(b)(3) (c) Transferred Units

- Added to allow for the of 172 approved but unused residential units, including 18 Inclusionary Units at 80% AMI transferred from Phase 1
- Requires that at least 9 of the Additional Inclusionary Units be built by the BMR Checkpoint Date for fifty percent (50%) of the Total Units and that the remaining 9 be built by the BMR Checkpoint Date for one hundred percent (100%) of the Total Units

§3.2(a) Comparability

- Requires the CP-02 Senior BMR Project to be substantially comparable in quality to the Agency Affordable Units

§3.2 (c) CP-02 Senior BMR Project

- Added to require that the CP-02 Senior BMR Project be completed no later than the date that the CP-02 Market-Rate Project is completed

§3.5(c)(2) Vertical Development Parking Requirements

- Modified to provide COP holders priority for parking spaces in Inclusionary Units in Residential Projects with less than 1 parking space for every unit, in addition to the existing priority for renters and purchasers in need of larger bedroom sizes

§3.5(d) Parking in CP-02 Senior BMR Project

- Added to allow parking at the CP-02 Senior BMR Project to be offered free of charge and at a minimum ratio of .5 spaces for every unit

Exhibit F-A Below-Market Rate Table

- Modified to reflect the Additional Inclusionary Units transferred from Phase 1
- Allows for the table to be updated as follows if the Developer opts to develop the CP-02 Senior BMR Project:
 - Add the CP-02 Senior BMR Project to the Below-Market Rate Table (including the 104 Units therein (not including the manager's unit) in a new 0%-60% Inclusionary AMI category
 - Reduce the number of Inclusionary Units with an AMI Percentage equal to 80%-100% by 104 Units
 - Reduce the number of Inclusionary Units with an AMI Percentage equal to 120% by 57 Units
 - Add 57 Units Inclusionary Units with an AMI Percentage equal to 101%-119% (with an average AMI Percentage equal to 110%) in order to increase income diversity within the housing ladder in the event the CP-02 Senior BMR Project is developed

Exhibit F-B Housing Map

- Modified to reflect the updated development program for the Shipyard and final unit counts for the Agency Units at Alice Griffith and Candlestick Point North Block 10 A and Candlestick Point South Block 11A

EXHIBIT 1 TO THE THIRD AMENDMENT

Amendments to Below-Market Rate Housing Plan

1. **Definitions.** The following definition of CP-02 Senior BMR Project is hereby added to section 1 of the Below-Market Rate Housing Plan and the definition of Inclusionary Unit set forth in section 1 of the Below-Market Rate Housing Plan is hereby deleted and replaced with the definition of same as follows:

“CP-02 Senior BMR Project” means a Residential Project developed within Sub-Phase CP-02 that contains one hundred and five (105) Units serving seniors ages 62 and older and with household incomes up to sixty percent (60%) of AMI (and including one (1) manager’s unit) and including the recorded restrictions as set forth in Section 3.4(a), subject to such revisions thereto as are Approved by the applicable Vertical Developer and the Agency (including to conform with the requirements related to such Residential Project as contemplated hereby and to provide that such restrictions will apply for the life of the Residential Project, as more particularly described therein).

“Inclusionary Unit” means (i) a Unit for which the rental charge or purchase price is Affordable with an AMI Percentage that is equal to a minimum of eighty percent (80%) and a maximum of one hundred twenty percent (120%), and includes the recorded restrictions as set forth in Section 3.4(a) or (ii) a Unit in the CP-02 Senior BMR Project.

2. **Minimum and Maximum Affordability.** Section 2.2(b)(1) of the Below-Market Rate Housing Plan is hereby deleted and replaced with the following:

(1) **Inclusionary Units and Workforce Units.** When Developer Transfers a Market Rate Lot, it shall have the right to determine in its sole and absolute discretion the number of Units, Inclusionary Units and Workforce Units designated for each such Lot, so long as, unless otherwise Approved in the sole and absolute discretion of the Agency Director: (i) no less than five percent (5%) and no more than twenty percent (20%) of the Units on such Market Rate Lot are Inclusionary Units; provided, however, that if Developer Transfers a Market Rate Lot for development of the CP-02 Senior BMR Project, then the number of Inclusionary Units designated for the Market Rate Lot(s) Transferred for the development of one (1) other Residential Project in Sub-Phase CP-02 (the **“CP-02 Market Rate Project”**) may be less than five percent (5%); (ii) no more than forty percent (40%) of the Units on such Market Rate Lot are Workforce Units; (iii) Developer otherwise satisfies the requirements of Section 2.5; and (iv) if Developer decreases the percentage of Inclusionary Units or Workforce Units on a Lot from the number that was identified in a Sub-Phase Approval, it shall notify the Agency of the proposed alternative location of such Inclusionary or Workforce Units. If the applicable Lot is designated to include Additional Units, then the provisions of this Section 2.2(b)(1) shall not apply with respect to such Additional Units (which, for the avoidance of doubt, shall not be counted for purposes of the foregoing restrictions) and instead the provisions of Section 2.2(b)(3) shall apply with respect to such Units (and the Additional Inclusionary Units).

3. Additional Units. Section 2.2(b)(3) is hereby added to the Below-Market Rate Housing Plan as follows:

(3) Additional Units. When Developer Transfers a Market Rate Lot, it shall have the right to determine in its sole and absolute discretion the number of Additional Units designated for each such Lot, so long as, unless otherwise Approved in the sole and absolute discretion of the Agency Director, (i) no less than five percent (5%) and no more than twenty percent (20%) of the Units on such Market Rate Lot are Additional Inclusionary Units, (ii) if Developer decreases the percentage of Inclusionary Units or Workforce Units on a Lot from the number that was identified in a Sub-Phase Approval, it shall notify the Agency of the proposed alternative location of such Inclusionary or Workforce Units and (iii) when Developer has obtained Unit Credits equal to fifty percent (50%) of the Total Units (or 5,250), Developer shall have identified, pursuant to this Section 2.2(b)(3), the location of nine (9) Additional Inclusionary Units. The Additional Units and Additional Inclusionary Units shall not constitute part of the “Total Units” for purposes of this Below-Market Rate Housing Plan and without limiting the above shall not be tracked for purposes of the BMR Checkpoint Requirements applicable to the Project, but shall be separately identified in the applicable Assignment and Assumption Agreements and tracked in the Housing Data Table and applicable Project Data Tables. Sections 3.2, 3.4(a), 3.4(b), 3.5, 3.7(a) and 6 of this Below-Market Rate Housing Plan shall apply to the Additional Inclusionary Units and, solely for purposes of such Sections, the Additional Inclusionary Units shall be deemed to be “Inclusionary Units”. The Additional Inclusionary Units are also described on the Below-Market Rate Table for information purposes only.

4. Comparability. Section 3.2(a) of the Below-Market Rate Housing Plan is hereby deleted and replaced with the following:

(a) Comparability. Inclusionary Units and Market Rate Units in the same Residential Project with the same Household Size shall be substantially similar in size, exterior appearance and overall quality of construction. Inclusionary Units’ interior features need not be the same as or equivalent to those of the Market Rate Units, as long as such features are of good quality and are consistent with the Redevelopment Requirements and, in the case of the CP-02 Senior BMR Project, substantially comparable in quality to the Agency Affordable Units. Inclusionary Units in a Residential Project may be Rental Units or Sale Units, as determined by Developer or Vertical Developer, as applicable, in their respective sole and absolute discretion, so long as the Market Rate Units in that Residential Project are the same (i.e., all Rental Units or all Sale Units, as applicable).

5. CP-02 Senior BMR Project. Section 3.2(c) is hereby added to the Below-Market Rate Housing Plan as follows:

(c) CP-02 Senior BMR Project Completion. If Developer elects for the CP-02 Senior BMR Project to be developed, Developer shall ensure, subject to Excusable Delays, that the CP-02 Senior BMR Project is Completed, ready for occupancy, and marketed no later than the same for the CP-02 Market Rate Project.

6. Vertical Development Parking Requirements. Section 3.5(c)(2) of the Below-Market Rate Housing Plan is hereby deleted and replaced with the following:
 - (2) Priority With Fewer Parking Spaces than Units. Where the Parking Spaces are fewer in number than the number of Units within the Residential Project, the Parking Spaces offered to renters or purchasers of Inclusionary Units and Workforce Units shall be offered in the following order of priority within each applicable AMI Percentage: (i) to renters or purchasers with three (3) or more bedrooms or to renters or purchasers who are Certificate of Preference holders, (ii) to renters or purchasers with two (2) bedrooms, (iii) to renters or purchasers with one (1) bedroom or less, (iv) to renters or purchasers of the Market Rate Units within the Residential Project and (v) in the discretion of Vertical Developer or, if applicable, the applicable homeowners association, to the general public.
7. Parking in CP-02 Senior BMR Project. Section 3.5(d) is hereby added to the Below-Market Rate Housing Plan as follows:
 - (d) Parking in CP-02 Senior BMR Project. Notwithstanding anything in this Below-Market Rate Housing Plan to the contrary, the CP-02 Senior BMR Project shall not be subject to the requirements of Section 3.5(a) or (b). The Vertical Developer may choose in its discretion to bundle parking spaces in the CP-02 Senior BMR Project, and shall offer parking spaces free of charge at a ratio of at least one space for every two Units within the CP-02 Senior BMR Project.
8. Below-Market Rate Table.
 - (i) Replacement. The Below-Market Rate Table attached to the Below-Market Rate Housing Plan as exhibit F-A thereto is hereby deleted and replaced by Exhibit 1-1 hereto.
 - (ii) Revisions Related to CP-02 Senior BMR Project. If Developer Transfers a Market Rate Lot for development of the CP-02 Senior BMR Project, then effective as of the date of such Transfer the Agency and Developer shall Approve a revision to the Below-Market Rate Table to (i) add the CP-02 Senior BMR Project to the Below-Market Rate Table (including the 104 Units therein (not including the manager's unit) and the AMI Percentage applicable thereto), (ii) reduce the number of Inclusionary Units with an AMI Percentage equal to 80%-100% by 104 Units, (iii) reduce the number of Inclusionary Units with an AMI Percentage equal to 120% by 57 Units, and (iv) add a new tier of Inclusionary Units with an AMI Percentage equal to 101%-119% (with an average AMI Percentage equal to 110%) by 57 Units.
9. Replacement of Housing Map. The Housing Map for the Non-Stadium Alternative attached to the Below-Market Rate Housing Plan as exhibit F-B thereto is hereby deleted and replaced by Exhibit 1-2.

EXHIBIT 1-1 TO THE THIRD AMENDMENT

EXHIBIT F-A

Below-Market Rate Table

AMI Percentage	Type of Below-Market Rate Unit	Percentage of Total Units	Number of Below-Market Rate Units¹
0 – 60%	Alice Griffith Replacement Units	Alice Griffith Percentage	256
0 – 60%	Agency Affordable Units	Agency Percentage	1,388
80 – 100% ²	Inclusionary Units	3.45%	363
120%	Inclusionary Units	4.25%	446
140%	Workforce Units	4.25%	446
141% – 160% ³	Workforce Units	4.25%	446
Total Below-Market Rate Units		31.86%	3,345

¹ Assuming 10,500 Total Units.

² Units in this tier must be on average Affordable with an AMI Percentage equal to ninety percent (90%).

³ Units in this tier must be on average Affordable with an AMI Percentage equal to one hundred fifty percent (150%).

“**Alice Griffith Percentage**” means the number, expressed as a percentage, that is equal to two hundred fifty six (256) divided by the Total Units. For example, assuming ten thousand five hundred (10,500) Total Units, the Alice Griffith Percentage would equal two and forty for hundredths percent (2.44%) ($256/10,500 = 0.0244$).

“**Agency Percentage**” means the number, expressed as a percentage, that is equal to fifteen and sixty six hundredths percent (15.66%) *less* the Alice Griffith Percentage. For example, assuming ten thousand five hundred (10,500) Total Units, the Agency Percentage would equal thirteen and twenty two hundredths percent (13.22%) ($15.66\% - 2.44\% = 13.22\%$).

ADDITIONAL INCLUSIONARY UNITS:

AMI Percentage	Type of Below-Market Rate Unit	Percentage of Additional Units	Number of Additional Inclusionary Units
80%	Additional Inclusionary Units	10.5%	18

EXHIBIT 1-2 TO THE THIRD AMENDMENT

EXHIBIT F-B

Housing Map

[ATTACHED

HOUSING MAP - EXHIBIT F-B

NON-STADIUM ALTERNATIVE

Subsidized Agency Affordable Units

Alice Griffith Replacement Units

Workforce Units

Lot			
Hunters Point North			
6	130	0	0
13	0	0	100
17	90	0	0
Hunters Point South			
46	135	0	0
48	0	0	105
Alice Griffith			
1	29	93	0
2	35	58	0
4	35	56	0
5	12	19	0
7	60	0	0
9	115	5	0
11	0	0	100
12	0	0	86
14	12	12	0
15	10	13	0
18	0	0	51
Candlestick Point North			
1b	0	0	110
2b	130	0	0
4a	0	0	100
5b	68	0	0
7a	0	0	120
10a	156	0	0
Candlestick Point South			
4b	90	0	0
6b	105	0	0
7b	0	0	120
11a	176	0	0

Alice Griffith Lots

Agency Lots

Stand-Alone Workforce Lots

Market Rate Lots

Note: The unit counts per block may be adjusted at the time of development, but the total number of Subsidized Agency Affordable Units, Alice Griffith Replacement Units and Workforce Units will not change, all as more particularly described in (and governed by) the Below-Market Rate Housing Plan.

