

File No. 091286

Committee Item No. 2

Board Item No. 29

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date December 7, 2009

Board of Supervisors Meeting

Date December 15, 2009

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER

(Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Second Amendment to Ground Lease
* <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	First Amendment to Ground Lease
* <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ground Lease
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

Completed by: Alisa Somera Date December 4, 2009

Completed by: Alisa Somera Date December 9, 2009

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

PA

THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, the undersigned, a Notary Public in and for said State, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

1 [Approval of Second Amendment to the Redevelopment Agency's Ground Lease within
2 Mission Bay North and South Redevelopment Plans.]

3
4 **Resolution approving the Second Amendment to the San Francisco Redevelopment**
5 **Agency's Ground Lease to add certain additional real property within the Mission Bay**
6 **South Redevelopment Plan Area to the leased premises and to clarify certain**
7 **maintenance obligations.**

8
9 WHEREAS, California Statutes of 1968, Chapter 1333 ("the Burton Act") and San
10 Francisco Charter Section 4.114 empower the San Francisco Port Commission (the "Port
11 Commission") with the power and duty to use, conduct, operate, maintain, manage, regulate
12 and control the lands within Port Commission jurisdiction; and

13 WHEREAS, On October 26, 1998, the City and County of San Francisco (the "City"),
14 acting through its Board of Supervisors, approved a Redevelopment Plan for the Mission Bay
15 North Redevelopment Project ("Mission Bay North") by Ordinance No. 327-98, and on
16 November 2, 1998, the City, acting through its Board of Supervisors, approved a
17 Redevelopment Plan for the Mission Bay South Redevelopment Project ("Mission Bay South")
18 by Ordinance No. 335-98 (collectively, the "Redevelopment Plans", and individually, the
19 "Mission Bay North Redevelopment Plan" or "Mission Bay South Redevelopment Plan"),
20 which Redevelopment Plans were adopted in accordance with the procedures set forth in the
21 Community Redevelopment Law of California (California Health and Safety Code Sections
22 33000 et seq.); and,

23 WHEREAS, to implement the improvement of open space, parks, and plazas as
24 contemplated by the Redevelopment Plans, the City, the Port Commission and the
25 Redevelopment Agency of the City and County of San Francisco (the "Agency") entered into a

1 number of agreements, including a Ground Lease, dated for reference purposes only as of
2 November 16, 2001 and amended by a First Amendment to Agency Ground Lease, dated
3 June 29, 2006 (as so amended, the "Ground Lease"), under which the City and the City acting
4 by and through the Port Commission leased certain open space, parks and plazas in the
5 Mission Bay North Plan Area and the Mission Bay South Plan Area to the Agency; and

6 WHEREAS, On July 19, 1999, the City, the Port Commission, and Catellus
7 Development Corporation entered into an interim lease for portions of the open space (the
8 "Developer Master Lease"); and

9 WHEREAS, The Ground Lease is designed to become effective over the various
10 increments of open space, parks and plazas comprising the Ground Lease premises in
11 phases, following the date that City receives notice that the tenant under the Developer
12 Master Lease elects to terminate the Developer Master Lease with respect to such increment
13 (an "Agency Lease Notice") and on the respective dates that the City, the Port Commission
14 and the Agency initial and date written legal descriptions of the affected increments of the
15 premises and attach such descriptions to the Ground Lease as part of Exhibit B (the "Exhibit B
16 Attachment Process"); and

17 WHEREAS, An area in Mission Bay South referred to in Exhibit A to the Ground Lease
18 as "P21" is under the jurisdiction of the Port Commission, and

19 WHEREAS, In a letter dated April 23, 2002, Catellus provided an Agency Lease Notice
20 in accordance with Section 3.2.1 of the Developer Master Lease, electing to terminate the
21 Developer Master Lease over "P21", as described in such Agency Lease Notice; and,

22 WHEREAS, as contemplated by the Mission Bay South Redevelopment Plan and
23 related documents, a portion of such "P21" area has been improved with a boat trailer parking
24 lot (the "Parking Lot") which is used in connection with a nearby boat launch which is under
25 the Port's jurisdiction; and

1 WHEREAS, For the reasons set forth in the proposed Second Amendment to Ground
2 Lease, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 091286
3 (the "Second Amendment to Ground Lease"), the City, the Port Commission and the Agency
4 have determined that the Parking Lot should remain under the direct control of the Port
5 Commission and not be leased to the Agency under the Ground Lease then subleased or
6 sublicensed back to the Port Commission, and that, consequently, for the purposes of the
7 Ground Lease Park P21 should be comprised of only those portions of "P21" which will be
8 controlled and maintained by the Agency, which areas are depicted as "Park P21- Area 1"
9 and "Park P21 – Area 2" on Exhibit B-4-1 attached to the Second Amendment to Ground
10 Lease, and

11 WHEREAS, On or about May 2008, the Port, the Agency and the City's Department of
12 Public Works reached agreement on the allocation of certain maintenance responsibilities with
13 respect to portions of the premises under the Ground Lease and certain adjacent land and
14 improvements (including sidewalks, seawalls, riprap and trees), as more particularly detailed
15 in the Second Amendment to Ground Lease; and

16 WHEREAS, the City, the Port Commission and the Agency have determined that the
17 Ground Lease can be amended more effectively for certain parcels, such as the parcel known
18 as Park P21, by means of traditional amendments to the Ground Lease adding descriptions of
19 the affected portions of the premises rather than by the Exhibit B Attachment Process, and all
20 parties presently desire to amend the Ground Lease to allow for such process; and

21 WHEREAS, In a letter dated September 9, 2009, a copy of which is on file with the
22 Clerk of the Board of Supervisors in File No. 091286 and which letter is incorporated herein
23 by reference as though fully set forth herein, the Executive Director of the Port Commission
24 determined that the Second Amendment to Ground Lease is consistent with the State Public
25 Trust and recommended execution of the Second Amendment to Ground Lease.

1 WHEREAS, The Ground Lease contemplates that the Ground Lease will become
2 effective as to Park P21 following City's receipt of an Agency Lease Notice with respect to
3 such space, which Agency Lease Notice has been received ; and

4 WHEREAS, The Second Amendment to Ground Lease is necessary in order for the
5 Port Commission to effectively operate and maintain the Parking Lot and for the Agency to
6 effectively operate and maintain the facilities with the limits of Mission Bay Park P21, as
7 defined in the Second Amendment to Ground Lease and in order to document the respective
8 maintenance obligations of the Port, the Agency and the City's Department of Public Works;
9 now, therefore, be it

10 RESOLVED, That the Board of Supervisors approves the Second Amendment to
11 Ground Lease; and, be it

12 FURTHER RESOLVED, That, notwithstanding the fact that the Parking Lot will not be
13 added to the Ground Lease, the Parking Lot shall be considered open space under the
14 Mission Bay South Redevelopment Plan; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the Executive
16 Director of the Port ("Executive Director") and the City's Director of Property ("Director") to
17 execute the Second Amendment to Ground Lease, in a form approved by the City Attorney,
18 including all exhibits and in substantially the form of the Second Amendment to Ground Lease
19 on file with the Clerk of the Board of Supervisors in File No. 091286 ; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors authorizes the Executive
21 Director and Director, in consultation with the City Attorney, to enter into any additions,
22 amendments or other modifications to the Ground Lease (including, without limitation,
23 preparation and attachment of, or changes to, any and all of the exhibits and ancillary
24 agreements) that the Executive Director and Director jointly determine, in consultation with the
25 City Attorney, are in the best interests of the City, do not materially increase the obligations or

1 liabilities of the City, are consistent with the Mission Bay South Redevelopment Plan, the
2 Ground Lease and other documents entered into by the City in connection therewith and are
3 necessary or advisable to effectuate the proposed transaction authorized by this Resolution.
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**SECOND AMENDMENT TO
GROUND LEASE**

**BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO**

AND

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

Mission Bay

**SECOND AMENDMENT TO
AGENCY GROUND LEASE**

(Adding Park P21 and Amending Maintenance Obligations)

THIS SECOND AMENDMENT TO AGENCY GROUND LEASE ("Amendment"), dated for reference purposes only as of _____, 2009, by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), and with respect to those portions of the subject premises located within the jurisdiction of the San Francisco Port Commission (the "Port"), the City acting by and through the Port, as landlord, and the **REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO**, a public body corporate and politic of the State of California (together with any successor public agency designated by or pursuant to law, the "Agency"), as tenant, is made with reference to the following facts:

RECITALS

A. The City and the Agency entered into that certain Agency Ground Lease, dated as of November 16, 2001 (the "Original Ground Lease"), as amended by that certain First Amendment to Ground Lease, dated as of June 29, 2006 (the "First Amendment"), pursuant to which the City agreed to lease to the Agency and the Agency agreed to lease from the City certain premises (the "Premises") referred to as the Open Space Development Parcels (as defined in the Original Ground Lease) on terms and conditions set forth therein. The Original Ground Lease, as amended by the First Amendment, is referred to herein as the "Ground Lease." Capitalized terms not otherwise defined herein shall have the meanings given in the Ground Lease.

B. The Ground Lease is one of several agreements implementing the improvement of open space, parks, and plazas as contemplated by the Redevelopment Plan for the Mission Bay North Redevelopment Project ("Mission Bay North"), approved by the City on October 26, 1998, by Ordinance No. 327-98, and the Redevelopment Plan for the Mission Bay South Redevelopment Project ("Mission Bay South"), approved by the City on November 2, 1998, by Ordinance No. 335-98 (each a "Redevelopment Plan" and collectively, the "Redevelopment Plans").

C. The Recitals to the Ground Lease describe certain of the other agreements implementing the improvement of open space, parks, and plazas as contemplated by the Redevelopment Plans, including the agreements defined therein as the "Catellus Lease", the "North OPA, and the "South OPA". Pursuant to the Catellus Lease, the City leases portions of the Premises and other lands to Catellus and its permitted transferees (collectively "Owner"). Among other matters, the Catellus Lease requires Owner to perform certain improvements to portions of the Premises on a phased basis, and provides that at such time as the Owner is prepared to construct public open space, parks or plazas on a portion of the Premises, the Owner will surrender the applicable portion of the Premises to the City, the Catellus Lease will be terminated with respect to such portion of the Premises, and Owner will be granted a permit to enter and perform the required work. The North OPA and the South OPA, among other matters,

set forth phasing principles that govern Owner's obligations to construct infrastructure, including open space, parks, and plazas.

D. The Ground Lease is designed to become effective over increments of the Premises in phases, as the Catellus Lease is terminated from time to time with respect to such increments. The Ground Lease anticipates that the term of the Ground Lease will commence with respect to each phase of the Premises on the date that the City and the Agency initial and date a written legal description of the affected portion of the Premises and attach such description to the Ground Lease as part of Exhibit B to the Ground Lease (the "Exhibit B Attachment Process"). However, the City and the Agency have determined that the Ground Lease can be administered more effectively for certain parcels, such as P21 as covered by this Amendment, by adding descriptions of the affected portions of the Premises by means of amendments to the Ground Lease, and both parties presently desire to amend the Ground Lease to provide for such process. In addition, this Amendment is necessary as it clarifies certain maintenance obligations. However, the City and Agency may continue to use the Exhibit B Attachment Process for those parcels not requiring an amendment to add specific terms to the Ground Lease prior to including such parcels in Exhibit B to the Ground Lease.

E. The term of the Ground Lease has commenced with respect to those portions of the Premises known as the P1 Park (a legal description of which was attached to the Original Ground Lease) and Parks NP1, NP2 and P17 (legal descriptions of which were added to Exhibit B of the Ground Lease pursuant to the terms of the First Amendment). The City and the Agency have since determined that, notwithstanding the legal descriptions of Parks P1, NP1 and NP2 attached to the Ground Lease, the allocation of maintenance, repair and indemnity obligations between the City and the Agency would be simpler and would be easier to administer if, with respect to the portions of the Premises and adjacent City property on which rip rap has been installed, the boundaries of the parks would conform more closely to the lines marked by the rip rap. City is presently preparing exhibits reflecting the revised boundaries for Agency's review and approval. Upon approval of the revised exhibits, City and Agency anticipate amending the Ground Lease to substitute the revised exhibits for Exhibit B-1 (describing that portion of the Premises known as Park P1) and Exhibit B-2 (describing that portion of the Premises known as NP1 and NP2).

F. Owner has met the conditions in the South OPA for the development of the area in Mission Bay South referred to as Park "P21" in the South OPA and certain other documents (the "Proposed Park P21"). For the reasons described below, the City and the Agency desire to add only a portion of Proposed Park P21 to the Premises under the Ground Lease.

G. A portion of Proposed Park P21 has been improved with a boat trailer parking lot (the "Parking Lot") to be used in connection with a nearby boat launch which is under the Port's jurisdiction. Section 10.1 of the Ground Lease, regarding Maintenance and Repair Obligations, provides that the Agency shall maintain the Premises and all improvements in good condition and repair, subject to the terms and conditions set forth in Section 10.1 of the Ground Lease, however pursuant to San Francisco Bay Conservation and Development Commission Permit No. 7-96 (issued on January 22, 1997, as amended through February 11, 2004), and Section B.1.i. of the Mission Bay South Infrastructure Plan, the Port is obligated to maintain the Parking Lot. Because the Parking Lot was constructed by the Port and will be maintained by the Port,

rather than the Agency, the City and the Agency have determined that the Parking Lot on Proposed Park P21 should not be leased to the Agency under the Ground Lease, and that, for the purposes of the Ground Lease, "Park P21" will be comprised of only those portions of the Proposed Park P21 which will be maintained by the Agency. The areas comprising Park P21 for the purposes of the Ground Lease are depicted as "Park P21- Area 1" and "Park P21 – Area 2" on Exhibit B-4-1 attached to this Amendment, and to be attached to the Ground Lease as provided herein. Notwithstanding the fact that the Parking Lot will not be added to the Ground Lease, the Parking Lot shall be considered open space under the Mission Bay South Redevelopment Plan.

H. On or about May 2008, the Port, the Agency and the City's Department of Public Works ("DPW") reached agreement on the allocation of certain maintenance responsibilities with respect to portions of the Premises and adjacent land and improvements, as follows: (i) the Port agrees to maintain the seawall for Park P21 and the rip rap, if any, on Parks P1, P2, P3, P8, NP1-NP5, P21 and P22 in the same condition as on the respective effective dates of the Ground Lease for such parcels for the term of the Ground Lease for each such parcel; and (ii) the City, acting through DPW, agrees to maintain the sidewalk on or adjacent to the Parking Lot that is adjacent to the public street (including the trees or other plantings on such sidewalk); (iii) notwithstanding DPW's maintenance obligations included in Section (ii) above, the Agency agrees to maintain the sidewalks and trees on sidewalks on or adjacent to parks P15-22, as shown on Exhibit A, during the term of the Ground Lease for each such parcel. Section 10.1 of the Ground Lease, regarding Maintenance and Repair Obligations, must be revised to document certain aspects of this allocation of responsibility. Neither the Ground Lease, nor any other existing agreement between or among the parties, requires the Port to provide funding for or management of maintenance services for the neighborhood linking pedestrian bridge that may be constructed over the Mission Creek; Port staff and the Port Commission may exercise their discretion to not issue a building permit and lease/license or other project approvals for the pedestrian bridge until such time as the Agency or City secures a funding source outside of the Port to manage and maintain the bridge.

I. Furthermore, the City and the Agency agree that the proposed additional park area to the east of the right of way of Terry A. Francois Boulevard (outside of the boundaries of Park P22) to top of bank, as shown on Exhibit A, will ultimately be maintained with funds from the Mission Bay South CFD Maintenance District, consistent with the Infrastructure Plan. The City and the Agency believe that the maintenance obligations for this park area outside the boundaries of Park P22 may be most easily administered by adding such park to the Premises under the Ground Lease. However, because the Port and the Agency have not reached final agreement about the required enhancements and improvements to be made to such park, the Ground Lease is not presently being amended to provide for the future inclusion of such park area in the leased Premises.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Agency hereby agree to amend the Ground Lease as follows:

1. Manner of Adding Premises to Ground Lease. Notwithstanding the provisions of Sections 2, 2.1 and 2.2 of the Ground Lease to the contrary, the parties agree that in addition to

the mechanism provided in the Ground Lease, portions of the Premises may be added to the Ground Lease from time to time by attaching legal descriptions of such portions of the Premises to the Ground Lease by means of lease amendment.

2. Acknowledgement Regarding Boat Trailer Parking Lot and Revised Park P21 Area. The City and the Agency acknowledge Park P21, as added to the Premises pursuant to Section 3 of this Amendment, does not include the entire area in Mission Bay South referred to as Park "P21" in the South OPA and certain other Plan Documents, but excludes the area improved with the boat trailer parking lot, driveways, and the sidewalk adjacent to the public street right of way.

3. Addition of Descriptions of Park P21. Exhibit B of the Ground Lease is hereby amended to add and incorporate the legal description shown on Exhibit B-4 attached to this Amendment, which sets forth the legal description and plat depictions of Park P21 in Mission Bay South.

4. Modification of Maintenance and Repair Obligations. The Ground Lease is hereby amended to add and incorporate Exhibit B-4, which is attached to this Amendment as Exhibit B, and to amend and restate Section 10.1 of the Ground Lease as follows:

"10.1 Maintenance and Repair Obligations.

a. Generally. Upon completion of construction of the Improvements on the applicable portions of the Premises and acceptance by City pursuant to the Plan Documents (the "Agency's Maintenance Commencement Date"), Agency shall maintain, at no cost or expense to City, in good order, repair and condition, the applicable portions of the Premises and all improvements thereon, consistent with the requirements of the applicable Mission Bay North or South Financing Plans, except where Owner fails to pay the special taxes levied in the maintenance Community Facilities Districts (collectively, "Maintenance CFDs" and individually, a "Maintenance CFD") to be formed pursuant to the applicable Mission Bay North or South Financing Plans despite the Agency's diligent efforts to collect the same.

b. Sidewalks. The Agency acknowledges that the Agency's maintenance and repair obligations under Section 10.a. above include the obligation to maintain sidewalks on or adjacent to the Premises in accordance with the provisions of San Francisco Public Works Code Section 706, or any successor ordinance concerning sidewalk maintenance, provided that the initial installation of sidewalks, curbs and related improvements shall be made by Owner in accordance with the Plan Documents.

c. Seawall and Rip Rap Maintenance. Notwithstanding the foregoing provisions of this Section 10.1 to the contrary, City agrees that the Port shall maintain any seawalls and the rip rap located on Parks P1, P2, P3, P8, NP1-NP5, P21 and P22 in the same condition as on the Agency's Maintenance Commencement Date, commencing on such date and continuing for the term of the Ground Lease for each such parcel.

d. Special Provisions Regarding Maintenance of Parking Lot and

Park P21. The Port, at the Port's cost, shall maintain and repair the boat trailer parking lot shown on sheet B-4-1 of Exhibit B-4 of this Ground Lease, (the "Parking Lot"), the Parking Lot entrance(s), and any curbs around the Parking Lot. The City, acting through the City's Department of Public Works, at the City's cost, shall maintain and repair the sidewalk, curb and related improvements (including trees and plantings) adjacent to public street that is adjacent to the Parking Lot. Except as provided in Section 10.c. and the foregoing provisions of this Section 10.d., the Agency shall maintain and repair Park P21 and all improvements thereon, including, without limitation, any ground or plantings between the pathway and the rip rap, and any walkway or sidewalk on Park P21.

e. Acknowledgement Regarding Description of Premises. The parties acknowledge that the respective areas that the Port and the Agency are required to maintain hereunder do not precisely correspond to boundaries of the Premises shown on Exhibit B to this Ground Lease.

5. Recitals. The Recitals to this Amendment are true and correct.

6. Ground Lease in Full Force and Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Ground Lease shall remain unchanged and in full force and effect.

[No further text this page.]

IN WITNESS WHEREOF, city and Agency execute this Amendment at San Francisco, California, as of the date set forth above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

AGENCY:

REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF
SAN FRANCISCO, a public body,
corporate and politic

By _____
GAVIN NEWSOM
Mayor

By _____
AMY LEE
Deputy Executive Director
Finance and Administration

By _____
AMY L. BROWN
Director of Property

APPROVED AS TO FORM FOR CITY:

DENNIS J. HERRERA,
City Attorney

APPROVED AS TO FORM FOR AGENCY:

By _____
Deputy City Attorney

By _____
JAMES B. MORALES
Agency General Counsel

SAN FRANCISCO PORT COMMISSION

By: _____
MONIQUE MOYER
Executive Director

APPROVED AS TO FORM FOR PORT:

DENNIS J. HERRERA,
City Attorney

By _____

Deputy City Attorney

CONSENT

The undersigned, on behalf of Owner, in executing this Amendment for the sole purpose of approving the form of this Lease, as contemplated by the CLTA, the PLTA, and the Master Lease; provided, however, that nothing continued herein shall be deemed to impose any additional obligations or liabilities upon Owner under the Amendment other than as is already set forth in the Plan Documents and the Land Transfer Agreements, hereby consents to the foregoing Amendment.

FOCIL-MB, LLC, a Delaware limited liability
company

By: Farallon Capital Management, L.L.C.,
its Manager

By: _____
Name: _____
Its: _____

EXHIBIT A
(Attached)
Park Locations and Maintenance Responsibilities

Exhibit A - Park Locations and Maintenance Responsibilities

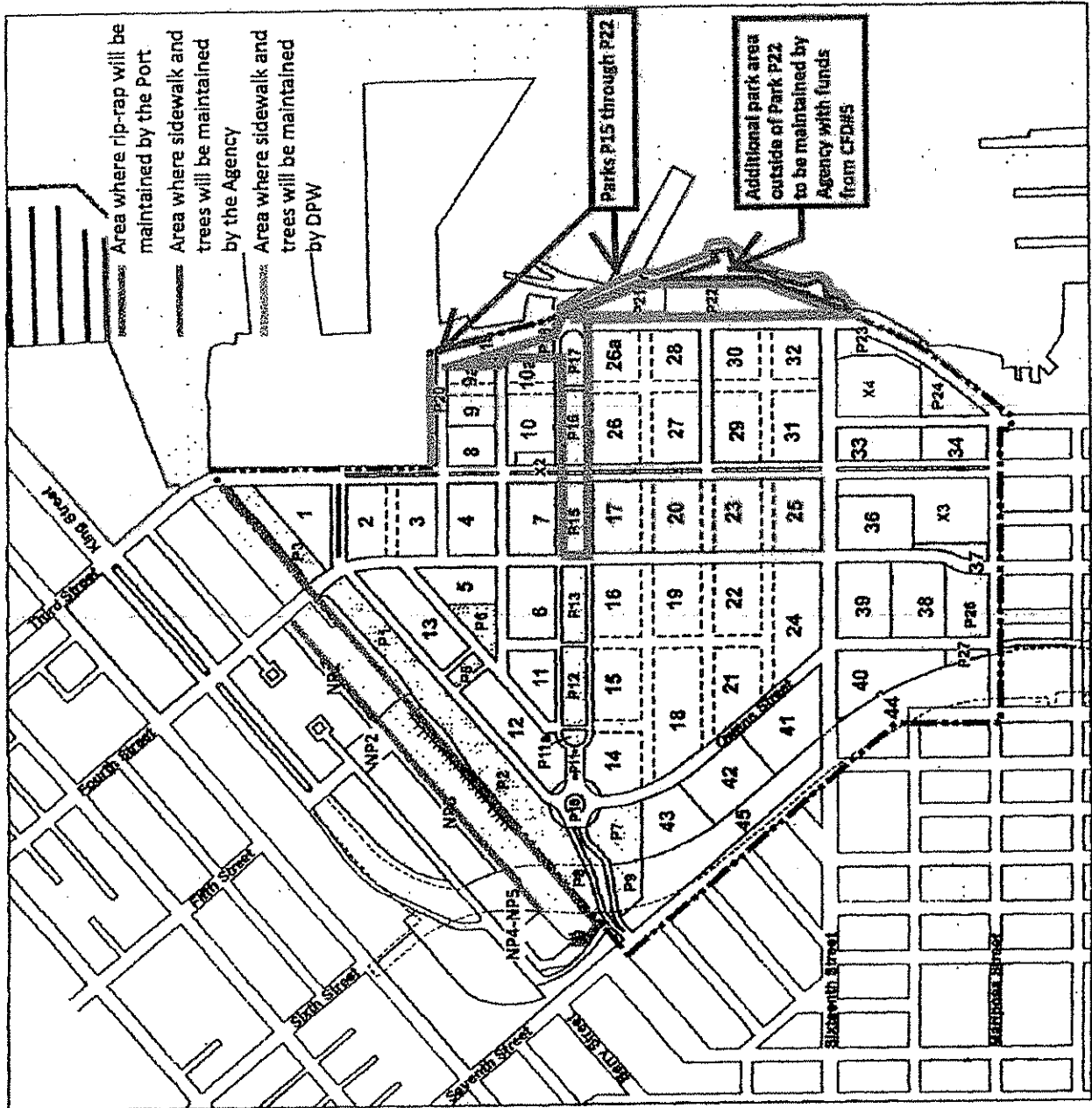


EXHIBIT B

(Attached)

Description and Depiction of Park P21
(Exhibit B-4 to Ground Lease)

EXHIBIT B-4

DESCRIPTION OF PROPERTY MISSION BAY PARK P21

Being all that certain real property situate in the City and County of San Francisco, State of California, being further described as a portion of Trust Parcel 5 as described in that certain Patent to the City and County of San Francisco recorded on July 19, 1999 in Reel H429, Image 518, Official Records of the City and County of San Francisco, and being more particularly described as follows:

AREA 1:

COMMENCING at the Northwest corner of Lot 14 as shown on that certain Parcel Map filed for record in Book 44 of Parcel Maps, at Pages 151 through 155, inclusive, City and County of San Francisco Records; thence along Easterly Right-of-Way line of Terry Francois Boulevard for the following two (2) courses and distances:

1. North 03°10'56" West a distance of 663.15 feet; and
2. North 17°50'32" West a distance of 62.91 feet to a point of curvature on the Easterly line of said Trust Parcel 5;

Thence along said Easterly line of Trust Parcel 5 for the following two (2) arcs, courses and distances:

1. from a radial line which bears South 72°09'28" West, 37.12 feet along the arc of a non-tangent 236.29 foot radius curve to the left through a central angle of 09°00'04"; and
2. South 26°50'36" East a distance of 101.34 to the True Point of Beginning;

Thence from said **TRUE POINT OF BEGINNING**, leaving said Easterly line of Trust Parcel 5, South 63°09'24" West a distance of 4.00 feet to the Easterly corner of an access ramp as shown on those certain Improvement Plans for Mission Bay Park 21 prepared by RBF consulting, dated May 17, 2002; thence along said access ramp for the following three (3) courses and distances:

1. South 18°09'24" West a distance of 8.49 feet;
2. South 63°09'24" West a distance of 4.00 feet; and
3. North 60°32'00" West a distance of 7.21 feet to a point of curvature;

Thence along the Portland Cement Concrete (P.C.C.) curb as shown on said Improvement Plans for the following two (2) arcs, courses and distances:

1. from a radial line which bears North 20°58'36" West, 10.05 feet along the arc of a non-tangent 10.00 foot radius curve to the left through a central angle of 57°35'21"; and
2. South 19°40'04" East a distance of 54.93 feet to an access ramp as shown on said Improvement Plans;

Thence along said access ramp for the following three (3) courses and distances:

1. South 79°40'04" East a distance of 10.00 feet;
2. South 03°41'57" East a distance of 10.00 feet; and
3. South 80°18'55" West a distance of 6.00 feet to a point on said P.C.C. curb;

Thence along said P.C.C. curb for the following three (3) courses and distances:

1. South 25°25'16" East a distance of 36.55 feet;
2. South 31°13'45" East a distance of 43.19 feet;
3. South 35°30'56" East a distance of 51.35 feet to an access ramp as shown on said Improvement Plans;

Thence along said access ramp for the following three (3) courses and distances:

1. South 86°21'59" East a distance of 8.05 feet;
2. South 32°31'29" East a distance of 3.50 feet; and
3. South 21°19'02" West a distance of 8.05 feet to a point on said P.C.C. curb;

Thence along said P.C.C. curb for the following two (2) arcs, courses and distances:

1. South 32°31'29" East a distance of 40.46 feet to a point of curvature;
2. from a radial line which bears North 63°47'22" East, 14.90 feet along the arc of a non-tangent 15.00 foot radius curve to the left through a central angle of 56°54'45";

Thence along said access ramp for the following three (3) courses and distances:

1. North 17°36'28" East a distance of 5.13 feet;
2. North 63°09'24" East a distance of 4.00 feet;
3. South 61°51'54" East a distance of 7.55 feet;

Thence along said P.C.C. curb North 63°09'24" East a distance of 1.40 feet to the Easterly line of said Trust Parcel 5; thence along said Easterly line of Trust Parcel 5, North 26°50'36" West a distance of 270.45 feet to the True Point of Beginning.

Area 1 contains 7,711 square feet of land, more or less.

AREA 2:

COMMENCING at the Northwest corner of Lot 14 as shown on that certain Parcel Map filed for record in Book 44 of Parcel Maps, at Pages 151 through 155, inclusive, City and County of San Francisco Records; thence along Easterly Right-of-Way line of Terry Francois Boulevard, North 03°10'56" West a distance of 48.02 feet to the Southwest corner of the Pier 52/54 Paring Lot; thence along the South Line of said Pier 52/54 Paring Lot, North 86°49'04" East a distance of

157.60 feet to the True Point of Beginning; thence from said **TRUE POINT OF BEGINNING**, leaving said South Line of the Pier 52/54 Paring Lot along a Portland Cement Concrete (P.C.C.) curb as shown on those certain Improvement Plans for Mission Bay Park 21 prepared by RBF consulting, dated May 17, 2002, North 02°19'42" West a distance of 228.39 feet to an access ramp as shown on said Improvement Plans; thence along said access ramp for the following three (3) courses and distances:

1. North 83°24'21" East a distance of 7.16 feet;
2. North 27°05'45" East a distance of 4.00 feet; and
3. North 17°54'15" West a distance of 8.49 feet;

thence North 67°11'36" East a distance of 2.22 feet to a point on the Easterly line of said trust Parcel 5; thence along the prolongation of aforementioned line, North 67°11'36" East a distance of 3.00 feet to the back of the seawall as shown on said Improvement Plans; thence along the back of said seawall for the following five (5) courses and distances:

1. South 15°10'04" East a distance of 29.05 feet to a point on said Easterly line of Park P21;
2. Entering said Trust Parcel 5, South 15°10'04" East a distance of 70.73 feet to a point on said Easterly line Trust Parcel 5;
3. Leaving said Trust Parcel 5, South 15°10'04" East a distance of 25.17 feet;
4. South 02°09'54" East a distance of 50.49 feet to a point on said Easterly line of Trust Parcel 5;
5. Leaving said Easterly line of Trust Parcel 5, South 20°49'22" East a distance of 72.93 feet to the intersection of said seawall with prolongation of the South Line of said Pier 52/54 Paring Lot;

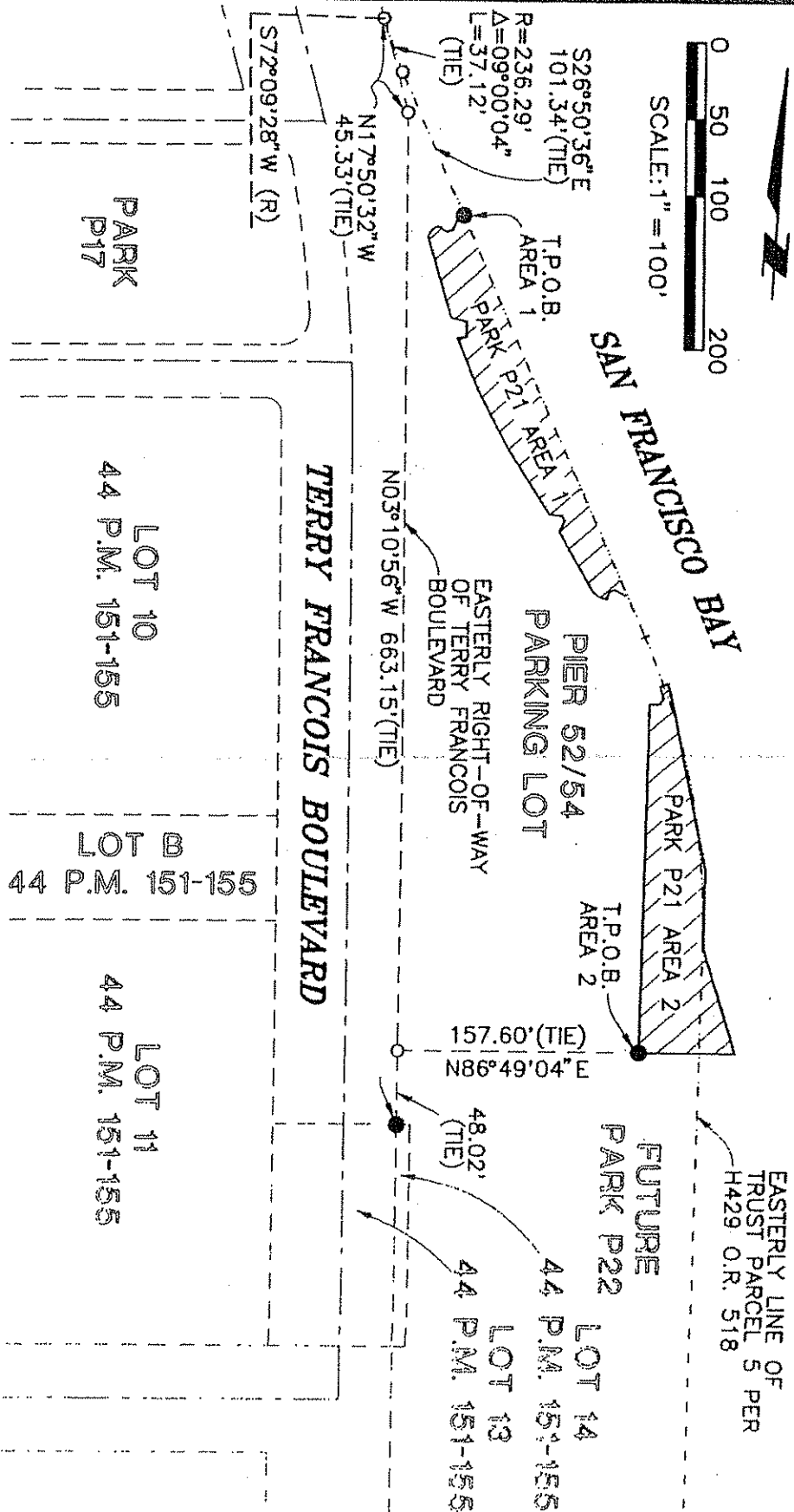
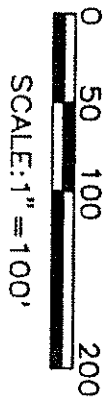
Thence along said Prolongation of the South Line of Pier 52/54 Paring Lot, South 86°49'04" West a distance of 23.14 feet to the Southeast corner of said Pier 52/54 Paring Lot; thence along the South Line of said Pier 52/54 Paring Lot, South 86°49'04" West a distance of 39.35 feet to the True Point of Beginning.

Area 2 contains 8,549 square feet of land, more or less.

See Exhibit B-4-1, plat to accompany description, attached hereto and made a part of this description.

The Basis of Bearing for this description is the same as the basis of bearing shown on that certain Parcel Map filed for record in Book 44 of Parcel Maps, at Pages 151 through 155, inclusive, City and County of San Francisco Records.

LEGEND:
P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING



DATE: 7/16/08
BY: PJ

EXHIBIT "B-4-1"
PLAT TO ACCOMPANY
DESCRIPTION

MISSION BAY PARK P21
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

SHEET 1
OF
3 SHEET

LINE TABLE

T1	S63°09'24"W	4.00'
T2	S18°09'24"W	8.49'
T3	S63°09'24"W	4.00'
T4	N60°32'00"W	7.21'
T5	S19°40'04"E	54.93'
T6	S79°40'04"E	10.00'
T7	S03°41'57"E	10.00'
T8	S80°18'55"W	6.00'
T9	S25°25'16"E	36.55'
T10	S31°13'45"E	43.19'
T11	S35°30'56"E	51.35'
T12	S86°21'59"E	8.05'
T13	S32°31'29"E	3.50'
T14	S21°19'02"W	8.05'
T15	S32°31'29"E	40.46'
T16	N17°36'28"E	5.13'
T17	N63°09'24"E	4.00'
T18	S61°51'54"E	7.55'
T19	N63°09'24"E	1.40'

CURVE TABLE

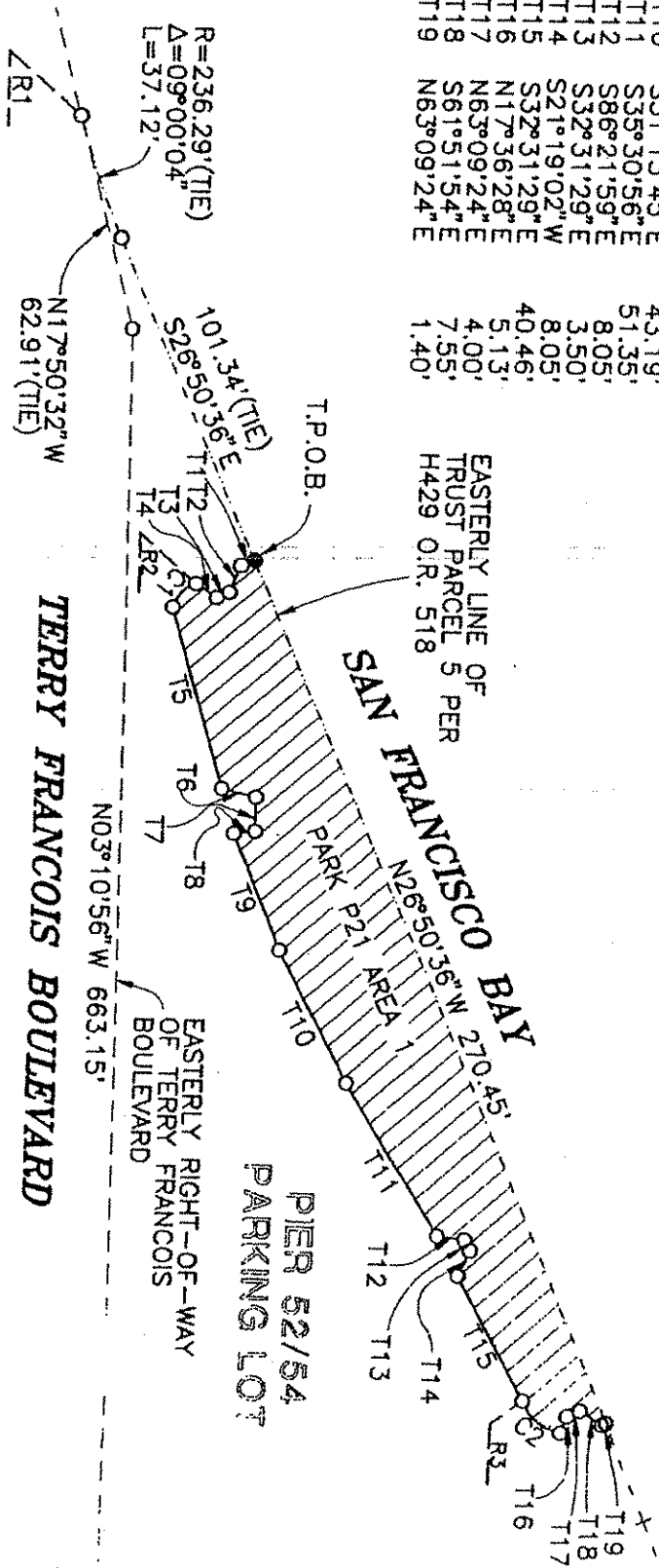
C1	R=10'	Δ=57°35'21"	L=10.05'
C2	R=15'	Δ=56°54'45"	L=14.90'

RADIAL BEARING TABLE

R1	S72°09'28"W	R=236.29'
R2	N20°58'36"W	R=10'
R3	S63°47'22"W	R=15'



LEGEND:
P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING



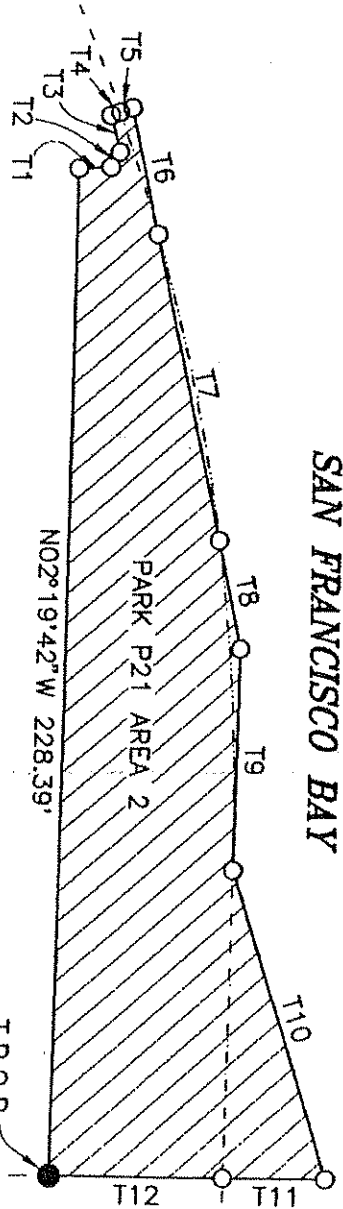
DATE: 7/16/08
BY: PJ

EXHIBIT "B-4.1"
PLAT TO ACCOMPANY
DESCRIPTION

MISSION BAY PARK P21
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

SHEET 2
OF 3 SHEETS

SAN FRANCISCO BAY



LEGEND:

P.O.C. POINT OF COMMENCEMENT
T.P.O.B. TRUE POINT OF BEGINNING

LINE TABLE

T1	N83°24'21"E	7.16'
T2	N27°05'45"E	4.00'
T3	N17°54'15"W	8.49'
T4	N67°11'36"E	2.22'
T5	N67°11'36"E	3.00'
T6	S15°10'04"E	29.05'
T7	S15°10'04"E	70.73'
T8	S15°10'04"E	25.17'
T9	S02°09'54"E	50.49'
T10	S20°49'22"E	72.93'
T11	S86°49'04"W	23.14'
T12	S86°49'04"W	39.35'



TERRY FRANCOIS BOULEVARD

EASTERLY RIGHT-OF-WAY OF
TERRY FRANCOIS BOULEVARD

DATE: 7/16/08

BY: PJ

EXHIBIT "B-4.1"
PLAT TO ACCOMPANY
DESCRIPTION

MISSION BAY PARK P21
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

SHEET 3
OF 3 SHEETS



Gavin Newsom, Mayor
Edward D. Reiskin, Director



Phone: (415) 554-6920
Fax: (415) 554-6944
TDD: (415) 554-6900
www.sfdpw.org

Department of Public Works
Office of the Director
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4645

October 19, 2009

**FINDINGS OF DEPARTMENT OF PUBLIC WORKS
ORDER NO. 178,379**

Re: Recommendation for approving the Second Amendment to the Redevelopment Agency Ground Lease in Mission Bay and formal acceptance of Park Parcel P21 Improvements within the Mission Bay South Redevelopment Plan, designation of a portion of State Trust Parcel 5 lying east of future Terry A. Francois Boulevard at future Mission Bay Boulevard South for public open space and park purposes and naming the park "Bayfront Park"; accepting the irrevocable offer for the acquisition facilities; designation of said facilities to public use and acceptance for maintenance responsibilities and liability purposes.

WHEREAS, California Statutes of 1968, Chapter 1333 ("the Burton Act") and San Francisco Charter Section 4.114 empower the San Francisco Port Commission with the power and duty to use, conduct, operate, maintain, manage, regulate and control the lands within Port Commission jurisdiction; and

WHEREAS, On October 26, 1998, the City, acting through its Board of Supervisors, approved a Redevelopment Plan for the Mission Bay North Redevelopment Project ("Mission Bay North") by Ordinance No. 327-98, and on November 2, 1998, the City, acting through its Board of Supervisors, approved a Redevelopment Plan for the Mission Bay South Redevelopment Project ("Mission Bay South") by Ordinance No. 335-98 (collectively, the "Redevelopment Plans", and individually, the "Mission Bay North Redevelopment Plan" or "Mission Bay South Redevelopment Plan". The Redevelopment Plans were adopted in accordance with the procedures set forth in the Community Redevelopment Law of California (Sections 33000 et seq. of the Health and Safety Code); and,

WHEREAS, On November 2, 1998, the Board of Supervisors adopted the Mission Bay South Redevelopment Plan ("Mission Bay Plan") by its Ordinance No. 335-98; and,

WHEREAS, On November 16, 1998, the Redevelopment Agency of the City and County of San Francisco (the "Redevelopment Agency") and Catellus Development Corporation ("Catellus") entered into the Mission Bay South Owner Participation Agreement (the "South OPA"); and,

WHEREAS, On November 16, 1998, the City and County of San Francisco (the "City") and the Redevelopment Agency entered into the Mission Bay South Interagency Cooperation Agreement; and,

WHEREAS, On July 19, 1999, the City, acting by and through the San Francisco Port Commission (the "Port"), and Catellus entered into a Master Lease for portions of the public trust properties (the "Master Lease"); and,

WHEREAS, On July 19, 1999, the City and Catellus entered into the Amended and Restated Mission Bay City Land Transfer Agreement (the "Land Transfer Agreement"); and,

WHEREAS, On July 19, 1999, the State of California quitclaimed to the City certain properties as public trust of which Park P21 is a portion; and,

WHEREAS, On January 4, 2001, the City, Redevelopment Agency and Catellus entered into the Mission Bay South Infrastructure Plan Memorandum of Modifications (No. 2); and,

WHEREAS, On June 1, 2001, the Redevelopment Agency and Catellus entered into the Mission Bay South Acquisition Agreement; and,

WHEREAS, The City, and with respect to that portion of the subject premises under Port jurisdiction, the Port, as landlord, and the Redevelopment Agency, as tenant, entered into that certain Agency Ground Lease (the "Ground Lease") dated for reference purposes only as of November 16, 2001, to implement the improvement of open space, parks, or plazas as contemplated by the Land Transfer Agreement and the Plan Documents, including the South OPA, and a First Amendment to Agency Ground Lease was executed on June 29, 2006; and,

WHEREAS, In a letter dated April 23, 2002, Catellus provided an Agency Lease Notice in accordance with Section 3.2.1 of the Master Lease, electing to terminate the Master Lease over certain portions of the Master Lease premises, sometimes known as Park P21, as described in said notice, and providing notice that Catellus was prepared to commence construction of improvements on the Park P21 premises (the "Park P21 Agency Lease Notice"); and,

WHEREAS, On June 4, 2002, the City Department of Public Works issued Street Improvement Permit No. 02IE-267 to construct certain open space improvements for the "Mission Bay Block P21 Landscape Improvements" (the "Park Improvements"); and,

WHEREAS, On December 1, 2003, Catellus merged into Catellus Operating Limited Partnership, a Delaware limited partnership ("COLP"), and on December 31, 2003 COLP, as successor by merger to Catellus contributed most of its interests in Mission Bay to Catellus Land and Development Corporation ("CLDC") a Delaware Corporation, thereby making CLDC a wholly owned subsidiary of COLP following the merger, including all rights and obligations under the Project Permit and the Permit to Enter related to the Project; and,

WHEREAS, On November 22, 2004, Catellus Operating Limited Partnership, a Delaware limited partnership, and Catellus Land and Development Corporation a Delaware Corporation granted all of its property in the grant deed, and assigned all rights and obligations under the OPA as stated in the Assumption Agreement, to FOCIL – MB, LLC, a Delaware limited liability company ("FOCIL"); and,

WHEREAS On March 22, 2006, FOCIL and the Redevelopment Agency entered into that certain Agreement (Temporary Use Agreement), providing the Agency the right to use the Park Improvements after substantial completion thereof, pending final completion and acceptance of the Park Improvements by the City; and,

WHEREAS On July 11, 2006, the Director of Public Works issued a notice that the Park Improvements are substantially complete pursuant to the Improvement Permit #02IE-267 and are ready for its intended use; and,

WHEREAS, In a letter (attached as Exhibit B) dated July 31, 2006, the City Planning Department determined that the acceptance of the Park Improvements and other actions specified herein are consistent with the General Plan consistency findings of Case No. 2006.0879R, the eight priority policies of Planning Code Section 101.1 and the contemplated actions do not trigger the need for subsequent environmental review pursuant the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.); and,

WHEREAS, In a letter (attached as Exhibit A) dated January 17, 2007, the Redevelopment Agency determined the acceptance of the Park Improvements and other actions specified herein are "consistent with the Mission Bay South Redevelopment Plan and Plan Documents and recommends Board of Supervisors accept the Park Improvements on behalf of the City"; and,

WHEREAS, On June 28, 2006, the Redevelopment Agency signed and accepted the FOCIL Conditional Assignment of Warranties and Guaranties with regard to the Park Improvements; and,

WHEREAS, the Warranties and Guaranties with regards to the Park Improvements are valid for a period of one (1) year and are now expired; and,

WHEREAS, On or about May 2008, the Port, the Agency and the Department of Public Works reached agreement on the allocation of certain maintenance responsibilities with respect to portions of the premises under the Ground Lease and certain adjacent land and improvements (including sidewalks, seawalls, riprap and trees) and memorialized that agreement in a proposed Second Amendment to Ground Lease; and,

WHEREAS, As contemplated by the Mission Bay South Redevelopment Plan and related documents, a portion of Park P21 has been improved with a boat trailer parking lot which is used in connection with a nearby boat launch under the Port's jurisdiction; and

WHEREAS, For the reasons stated in the proposed Second Amendment to Ground Lease, the Port and the Agency determined that the boat trailer parking lot should remain under the direct control of the Port, rather than be leased to the Agency under the Ground Lease, then subleased or sublicensed back to the Port, and that, consequently, for the purposes of the Ground Lease "Park P21" should be comprised of only those portions of the parcel which will be controlled and maintained by the Agency, which areas are depicted as "Park P21 – Area 1" and "Park P21- Area 2 on Exhibit B-4-1 attached to the proposed Second Amendment to Ground Lease; and,

WHEREAS, both the Master Lease and the Ground Lease contemplate that Park 21 will be added to the Ground Lease following delivery of the Park P21 Agency Lease Notice; and,

WHEREAS, In a letter dated September 9, 2009, the Port determined the Park Improvements are "acceptable and consistent with the Public Trust" and recommends Board of Supervisors approve the Second Amendment to the Agency Ground Lease and accept the Mission Bay P21 Park Improvements on behalf of the Port; and,

WHEREAS, On November 3, 2009, FOCIL irrevocably offered to the City the improvements constructed in accordance with the Park Improvement plans and any authorized revisions or contract change orders thereto and together with said offer an assignment of all guaranties and warranties related to the construction of all the improvements; and,

WHEREAS, The Director of Department of Public Works hereby certifies the following:

- 1) The Park name should be designated as "Bayfront Park";
- 2) The Park use is consistent with the Port's Public Trust

- a) The Port currently holds title to the proposed public open space for the Project as State Trust property subject to Port's jurisdiction and free and clear of the Master Lease but subject to the Agency Ground Lease.
- b) The use of the Port property as public open space is permitted under the terms of the State Trust for the reasons set forth in the Port recital; and

3) The City has issued the Completeness Determination.

- a) All applicable inspections have been performed, test result have been obtained, permit conditions and mitigation measures have been complied with, punch list items have been resolved, Street Improvement Permit terms related to the Park P21 Project have been or will be met and improvement plan as-built drawings have been received.
- b) I hereby certify to the Board of Supervisors that by my letter on July 11, 2006. I have determined that the Project is ready for its intended use and has been completed substantially in conformity with the Plans and Specifications for "Mission Bay Block P21 Landscape Improvements" approved by or on behalf of the DPW Director, June 4, 2002 and any authorized revision thereto, and that the Project has been constructed in accordance with all City codes, regulations, standards and the Mission Bay Plan and Plan Documents governing this Project with the noted exceptions.

NOW THEREFORE BE IT ORDERED THAT,

With respect to facilities acceptance:

I hereby recommend the Board of Supervisors accept the Project Acquisition Facilities, as referenced in the Acquisition Agreement dated June 1, 2001, and as further described in the FOCIL Irrevocable Offer of Improvements for the Project dated November 3, 2009.

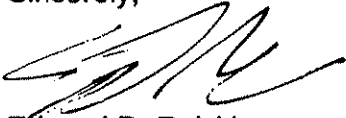
The acceptance is for the Project only and for maintenance and liability purposes pursuant to Section 1806 of the California Streets and Highways Code and San Francisco Administration Code Section 1.52 et seq. The acceptance is subject to i) the maintenance obligation of the Redevelopment Agency and Port as set forth the Second Amendment to Ground and ii) limited to only the Project area.

With respect to public open space as park use:

I hereby recommend the Board of Supervisors designate that portion of State Trust Parcel 5 as shown on Exhibit "A-1" of the FOCIL Offer of Improvements for public open space and park purposes.

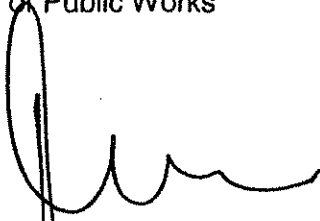
I further recommend the Board of Supervisors designate the name of the new park as "Bayfront Park".

Sincerely,



Edward D. Reiskin
Director of Public Works

And



Fuad S. Sweiss, PE, PLS, LEED AP
City Engineer and Deputy Director of Engineering

CC: Kelley Kahn, Sr. Project Manager, SFRA
Grace Kwak, Project Manager, MBTF
John Malamut, City Attorney's Office
Anita Wood, City Attorney's Office
Monique Moyer, Executive Director, Port of San Francisco
Barbara Moy, BSM
Amy L. Brown, Director of Property
Phillip Owen, Mission Bay Development Group
Joshua R. Steinhauer, Esq. Coblenz, Patch, Duffy & Bass
MBTF File

San Francisco
Redevelopment Agency

One South Van Ness Avenue
San Francisco, CA 94103

415.749.2400



2007 JAN 22 AM 11:06

GAVIN NEWSOM, Mayor

Richard H. Peterson, Jr., President
London Breed, Vice President
Francee Covington
Leroy King
Ramon E. Romero
Darshan Singh
Benny Y. Yee

Marcia Rosen, Executive Director

126-0207-014
January 17, 2007

Mr. Ashur Yoseph
Lead Project Manager
Infrastructure Development and Acquisition Task Force
30 Van Ness Avenue, Room 4200
San Francisco, CA 94102

Re: Mission Bay Acceptance of Facilities – Bayfront Park/P21 Improvements

Dear Mr. Yoseph:

The San Francisco Redevelopment Agency has reviewed your letter of December 20, 2006 regarding the P21 Bayfront Park improvements and their consistency with the Mission Bay South Plan and Plan documents.

The Agency has reviewed the documents and other materials related to the acceptance of the P21 improvements and other related actions specified thereto. We find them consistent with the Mission Bay South Plan and Plan documents and recommend that the Board of Supervisors accept the facilities on behalf of the Port of San Francisco.

Sincerely,

Kelley Kahn
Assistant Project Manager

cc: Amy Neches
Grace Kwak, MBTF
Brad Benson, Port of San Francisco



PLANNING DEPARTMENT

City and County of San Francisco • 1660 Mission Street, Suite 500 • San Francisco, California • 94103-2414

MAIN NUMBER
(415) 558-6378

DIRECTOR'S OFFICE
PHONE: 558-6411

4TH FLOOR
FAX: 558-6426

ZONING ADMINISTRATOR
PHONE: 558-6350

5TH FLOOR
FAX: 558-6409

PLANNING INFORMATION
PHONE: 558-6377

MAJOR ENVIRONMENTAL
FAX: 558-5991

COMMISSION CALENDAR
INFO: 558-6422

INTERNET WEB SITE
WWW.SFGOV.ORG/PLANNING

July 31, 2006

Mr. Ashur J. Yoseph, Project Manager
Mission Bay Task Force
30 Van Ness Avenue, Suite 4200
San Francisco, CA 94102

Re: **Planning Case No. 2006.0879R**
Acceptance of the Mission Bay South Bayfront Park P21 Improvements
(AB Nos. 8721, Lot 003 and 8722, Lots 005 and 006)

Dear Mr. Yoseph,

The Department received your July 11, 2006 letter informing us that FOCIL-Mission Bay LLC has completed construction of the project referenced above and requests that the Department find acceptance of the improvements consistent with the General Plan pursuant to Section 4.105 of the San Francisco Charter and Section 2A.53 of the San Francisco Administrative Code. The General Plan consistency determination is required prior to the Board of Supervisors acceptance of public improvements at Mission Bay South Bayfront Park P21, which functions as a boat launch. The improvements consist of a portion of the Bay Trail, landscaped areas east and west of said trail and streetscape improvements (sidewalk and street trees) along the eastern side of Terry Francois Boulevard. Plans for the improvements are available for review at the Department Office.

By Resolution No. 14699 adopted on September 17, 1998, the Planning Commission found that the Mission Bay North and Mission Bay South Redevelopment Plans, dated September 4, 1998, were consistent with the San Francisco General Plan. The project referenced above was proposed as part of the Mission Bay South Redevelopment Plan. The Department reviewed and approved the plans proposed for Bayfront Park P21 on January 18, 2002. The Department determined that the plans were consistent with the concepts described in the Mission Bay South Redevelopment Plan in CPC Res. No. 14699 (Planning Case No. 1996.0771R). The project is **in conformity** with the General Plan as described in a Case Report included as **Attachment 1**.

Environmental Review

On September 17, 1998, the Planning Commission and the Redevelopment Agency Commission reviewed the Final Subsequent Environmental Impact Report ("FSEIR") for the Mission Bay North and South Redevelopment Plans, which included improvements to Bayfront Park P21. By Motion No. 14696, the Planning Commission certified the FSEIR and found that the FSEIR complied with the provisions of the California Environmental Quality Act ("CEQA") and the CEQA guidelines and Chapter 31 of the San Francisco Administrative Code. City acceptance of the parks and the improvements was considered in the FSEIR and no further Environmental Review is required.

RECEIVED
PLANNING
2006 AUG - 2 AM 11:16
CITY PUBLIC WORKS

Mr. Ashur J. Yoseph, Project Manager
Planning Case No. 2006.0879R

A Case Report listing relevant General Plan Objectives and Policies is attached. The project has also been reviewed for consistency with the Eight Priority Policies of Planning Code Section 101.1 and the findings are included in *Attachment 2*.

Should you have any questions, please contact Pedro Francisco Arce at 558-5986.

Sincerely,



Dean L. Macris
Director of Planning

Att.: 1. General Plan Findings Case Report
2. Planning Code Section 101.1 Findings

cc: P. Arce, PD

CASE REPORT - GENERAL PLAN POLICIES

The project is consistent with the following General Plan Objectives and Policies (as summarized from Planning Case No. 1996.0771R (CPC Res. No. 14699) adopted September 17, 1998. There are no substantial changes to the project design, as implemented.

Note: General Plan Objectives and Policies in **Bold font**; General Plan text is in regular font. Staff comments are in *italic text*.

URBAN DESIGN ELEMENT**OBJECTIVE 1**

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION. (Page I.5.3)

FUNDAMENTAL PRINCIPLES FOR CITY PATTERN (Pages I.5.4 to I.5.8)

3. Clearly visible open spaces act as orientation points, and convey information about the presence of recreation space to motorists and pedestrians.
6. Landscaped pathways can visually and functionally link larger open spaces to neighborhoods.
14. Highly visible open space presents a refreshing contrast to extensive urban development.

The project establishes a public park which accommodates a boat launch, a portion of the Bay Trail, landscaped areas east and west of said trail and streetscape improvements.

CONSERVATION**OBJECTIVE 2**

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

FUNDAMENTAL PRINCIPLES FOR CONSERVATION (I.5.19)

4. Natural areas and features such as sand dunes, cliffs, hills and beaches--particularly where a relatively undisturbed natural ecology exists--are irreplaceable and of special public value and benefit within an intensely developed city.
17. Blocking, construction or other impairment of pleasing street views of the Bay or Ocean, distant hills, or other parts of the city can destroy an important characteristic of the unique setting and quality of the city.

POLICY 2.1

Preserve in their natural state the few remaining areas that have not been developed by man.

POLICY 2.2

Limit improvements in other open spaces having an established sense of nature to those that are necessary, and unlikely to detract from the primary values of the open space.

POLICY 2.3

Avoid encroachments on San Francisco Bay that would be inconsistent with the Bay Plan or the needs of the city's residents.

The project preserves, improves and enhances the shoreline, stabilizes the shore bank and establishes a pedestrian trail along the shoreline, so that the natural feature can be enjoyed by the public.

NEIGHBORHOOD ENVIRONMENT

OBJECTIVE 4

IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY

FUNDAMENTAL PRINCIPLES FOR NEIGHBORHOOD ENVIRONMENT (I.5.40)

These fundamental principles and their illustrations reflect the needs and characteristics with which this Plan is concerned, and describe measurable and critical urban design relationships in the neighborhood environment.

3. The use of appropriate plant material, and careful consideration of environmental factors in the design of landscaping and open space, contribute to a neighborhood's identity and improve its environmental quality.
4. Open space and landscaping can give neighborhoods an identity, a visual focus and a center for activity.
6. Wide, generous sidewalk areas provide opportunities for outdoor recreation and pedestrian amenities.
9. Open, unlandscaped parking areas are dull and unattractive, and generally have a deleterious effect upon their surroundings.
14. Separation of pedestrian and vehicle movement eliminates conflicts and contributes to pedestrian comfort.
23. Attractive and well-maintained public buildings, streets and parks can stimulate private improvements.
29. Waterfront development that maximizes the interface between land and water increases the opportunities for public access to the water's edge.
30. Open space along the water provides opportunities for maximum public use of the waterfront.

Bayfront Park P21 would contribute to the establishment of neighborhood identity provides open areas for outdoor recreation activities and pedestrians amenities increase the opportunities for public use of the shoreline and would connect with additional public open spaces along the Bay shoreline.

Opportunity for Recreation (I.5.49)

POLICY 4.8

Provide convenient access to a variety of recreation opportunities.

Visual Amenity

POLICY 4.12

Install, promote and maintain landscaping in public and private areas.

The project which includes a boat launch and a portion of the Bay Trail would provide access to a variety of recreation opportunities.

RECREATION AND OPEN SPACE ELEMENT

CITYWIDE SYSTEM

OBJECTIVE 2

DEVELOP AND MAINTAIN A DIVERSIFIED AND BALANCED CITYWIDE SYSTEM OF HIGH QUALITY PUBLIC OPEN SPACE.

POLICY 2.1

Provide an adequate total quantity and equitable distribution of public open spaces throughout the City.

POLICY 2.6

Make open spaces accessible to people with special needs.

POLICY 2.7

Acquire additional open space for public use.

Map 4. Citywide Recreation & Open Space

The Project is consistent with Map 4.

POLICY 2.8

Develop a recreational trail system that links city parks and public open space, ridge lines and hilltops, the Bay and ocean, and neighborhoods, and ties into the regional hiking trail system.

SHORELINE (I.3.25)

OBJECTIVE 3

PROVIDE CONTINUOUS PUBLIC OPEN SPACE ALONG THE SHORELINE UNLESS PUBLIC ACCESS CLEARLY CONFLICTS WITH MARITIME USES OR OTHER USES REQUIRING A WATERFRONT LOCATION.

POLICY 3.1

Assure that new development adjacent to the shoreline capitalizes on its unique waterfront location, considers shoreline land use provisions, improves visual and physical access to the water, and conforms with urban design policies.

Open Space

All new non-maritime developments, on property abutting the shoreline, should provide and maintain on their sites ground level open space, well situated for public access and designed for maximum physical and visual contact with the water.

Urban Design

In urban design terms, new developments should make maximum use of their shoreline locations and complement the shoreline as San Francisco's most important natural resource. More specifically, new developments should:

- Maximize direct physical access to the water;
- Preserve and enhance the natural shoreline, where it exists.

POLICY 3.2

Maintain and improve the quality of existing shoreline open space.

POLICY 3.3

Create the Bay and Coastal Trails around the perimeter of the City which links open space along the shoreline and provides for maximum waterfront access.

POLICY 3.5

Provide new public open spaces along the shoreline.

EASTERN SHORELINE

Mission Bay

A plan for Mission Bay area is being prepared. Provision for public access to the shoreline and adequate parks and public open space to meet the needs of residents, workers and visitors will be important considerations in the planning process. The following policies from the 1973 Recreation and Open Space Element apply to the area. They will be revised, as appropriate, as part of the planning of Mission Bay:

Mission Rock Boat Ramp

- Repair and improve the public boat ramp and allow ancillary boat launching facilities (e.g. hoist, dry boat storage). Stabilize the shoreline as required. Provide informational signing to encourage maximum recreational use of the existing area. Regrade and landscape the areas to promote increased public use and enjoyment. Permit ancillary commercial services (e.g. food sales, bait and supplies) to enhance the use of the boat ramp. As opportunities arise, enlarge the area along the shoreline for public access. Provide adequate parking designed for vehicles and boat trailers inland of Terry Francois Boulevard.

City acceptance of Bayfront Park P21 which complements the shoreline as San Francisco's most important natural resource, is consistent with Map 4, and the referenced policies calling for public access

to open space and specific considerations for Mission Bay, with special emphasis in the improvement of the a boat launching facilities.

NEIGHBORHOODS

OBJECTIVE 4

PROVIDE OPPORTUNITIES FOR RECREATION AND THE ENJOYMENT OF OPEN SPACE IN EVERY SAN FRANCISCO NEIGHBORHOOD.

POLICY 4.2

Maximize joint use of other properties and facilities.

Bayfront Park P21 constitutes the northern part of a larger Park with would provide wide opportunities for recreation. Some portions of the Park are within the Port of San Francisco.

TRANSPORTATION ELEMENT

OBJECTIVE 8

MAINTAIN AND ENHANCE REGIONAL PEDESTRIAN AND HIKING ACCESS TO THE COAST, THE BAY AND RIDGE TRAILS.

POLICY 8.1

Ensure that the Coast Trail, the Bay Trail and the Ridge Trail remain uninterrupted and unobstructed where they pass through San Francisco.

The project would increase pedestrian access to the shoreline along the Bay, and would implement plans to establish and improve a portion of the Bay Trail.

PEDESTRIAN

OBJECTIVE 23

IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

POLICY 23.1

Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

POLICY 23.9

Implement the provisions of the Americans with Disabilities Act and the city's curb ramp program to improve pedestrian access for all people.

OBJECTIVE 25

DEVELOP A CITYWIDE PEDESTRIAN NETWORK.

Map 11. Citywide Pedestrian Network

The project is consistent with Map 11 and the referenced policies calling for maintenance and enhancement of regional pedestrian access to the Bay and the improvement of pedestrian access to provide efficient, pleasant and safe movement.

In balance, the project is in conformity with the General Plan, as stated in Planning Commission Resolution No. 14699.

Planning Code Section 101.1 Eight Priority Policies (Prop. M Findings)

(1) That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced.

The project would not affect neighborhood-serving retail uses or future opportunities for resident employment.

(2) That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The project is located in an area formerly devoted to warehouses, and it would improve the overall character of Mission Bay.

(3) That the City's supply of affordable housing be preserved and enhanced.

The project would not affect the supply of affordable housing.

(4) That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking.

The project would not impede Muni transit service or overburden the neighborhood streets or parking since it actually provides off-street parking for users of the boat launch facilities.

(5) That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The project would not negatively affect industrial or service sectors.

(6) That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The project has been designed and constructed considering the site conditions and according to the Building Code Standards, which include seismic safety provisions.

(7) That landmarks and historic buildings be preserved.

No landmarks or historic buildings would be affected by the Project.

(8) That our parks and open space and their access to sunlight and vistas be protected from development.

The project is limited to the acceptance of improvements to Bayfront Park P21, which consists of boat launch facilities, a portion of the Bay Trail, landscaped areas east and west of said trail and streetscape improvements (sidewalk and street trees) along the eastern side of Terry Francois Boulevard. In the future the Park will be completed with the construction of additional recreational facilities in Parcel P22. The project is consistent with plans contained in the Mission Bay South Redevelopment Plan and conforms to the standards and design guidelines of the Mission Bay South Design for Development.

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2009 SEP 14 PM 1:12

September 9, 2009

Ms. Grace Kwak, Project Manager
Infrastructure Development and Acquisitions Task Force
30 Van Ness, Room 4200
San Francisco, CA 94102

**Re: Mission Bay Bayfront Park P-21 Improvements
Acceptance of Facilities and Amended Agency Ground Lease**

Dear Ms. Kwak:

This letter is in response to your letter dated September 3, 2009, regarding the Bayfront Park P-21 Improvements and Second Amendment to the Agency Ground Lease, and finding for acceptability and consistency with the State Trust.

After review of the State Trust documents and related materials concerning the acceptance of the Park P-21 Improvements and Second Amendment to the Agency Ground Lease, the Port finds these acceptable and consistent with the State Trust and recommends that the Board of Supervisors accept the facilities on behalf of the Port and authorize the execution of the Second Amendment to the Agency Ground Lease.

Sincerely,

Monique Moyer
Executive Director

cc: Mark Lozovoy
Rona Sandler
Anita Wood
John Malamut

[Not for Recording]
City and County of San Francisco
Director of Property
25 Van Ness Avenue
Suite 401
San Francisco, CA 94102

OFFER OF PARK IMPROVEMENTS
(Park P21 Project)

FOCIL-MB, LLC, a Delaware limited liability company ("Focil"), being the owner of the herein described improvements, does hereby irrevocably offer to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and its successors and assigns, all of the park improvements constructed or installed by or on behalf of Focil pursuant to Street Improvement Permit No. #02IE-267 (Mission Bay) dated June 4, 2002 for said improvements, as more specifically described in the Mission Bay Block 21 Landscape Improvement Plans dated April 30, 2003, generally referred to as the Park P21 Project.

The improvements and the property where the improvements are located, in, on and around a portion of Park P21 in the City and County of San Francisco, State of California are generally shown on the site plans attached as Exhibit A-1 hereto, constituting Port of San Francisco fee property.


It is understood and agreed that: (i) upon acceptance of this offer of public improvements the City shall own and be responsible for maintenance of the offered public improvements, and (ii) the City and its successors or assigns shall incur no liability or obligation whatsoever hereunder with respect to such offer of public improvements, and, except as may be provided by separate instrument, shall not assume any responsibility for the offered improvements, unless and until such offer has been accepted by appropriate action of the Board of Supervisors.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 3 day of NOVEMBER, 2009.

FOCIL-MB, LLC,
a Delaware limited liability company

By: Farallon Capital Management, L.L.C.,
a Delaware limited liability company,
Its Manager

By: 
Name: Stephen L. Millham
Managing Member
Title: _____

