



SAN FRANCISCO PLANNING DEPARTMENT

Informational Hearing Treasure Island and Yerba Buena Island Redevelopment Project

HEARING DATE: FEBRUARY 17, 2011

Date: February 10, 2010
Case No.: 2007.0903
Project Address: **Treasure Island and Yerba Buena Island**
Current Zoning: P (Public) District/40-X Height and Bulk District
Block/Lot: 1939/001, 002
Project Sponsor: Treasure Island Development Authority / Treasure Island Community Development, LLC.
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Recommendation: **No Action, informational only**

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PURPOSE OF THIS HEARING

The Planning Commission will be provided with an informational overview of the Treasure Island/Yerba Buena Island Redevelopment Project and associated components including: (1) Redevelopment Plan and Land Use Plan, (2) Design for Development document, (3) Phasing Plan, and (4) Housing Plan and associated Transition Housing Rules and Regulations. This is the first presentation of a series of informational presentations and hearings before the Commission on the project, scheduled for February and March 2011, and is a follow-up to the project overview and presentation on the Draft Design for Development staff provided for the Commission in March 2010. The Commission also held a hearing in November 2008 where it adopted a Preliminary Plan and Amended Project Area Boundary for the Project, as part of the initial Redevelopment Plan adoption process.

BACKGROUND AND PUBLIC PROCESS

Originally constructed in 1937 as a possible site for the San Francisco Airport, Treasure Island was first used to host the Golden Gate International Exposition from 1939-1940. Shortly thereafter during World War II, the United States Department of Defense converted the island into a naval station, which operated for more than five decades. Naval Station Treasure Island was subsequently closed in 1993 and ceased operations in 1997. Since its closure, the City and the community have been planning for the reuse of former Naval Station Treasure Island and adjacent Yerba Buena Island.

Today, the Project site consists of approximately 550 acres, including both Treasure Island and Yerba Buena Island, and is characterized by aging infrastructure, environmental contamination from former naval operations, deteriorated and unoccupied buildings and asphalt and other impervious surfaces which cover approximately 65% of the site. The site has few public amenities for the approximately 2,000 residents who currently reside on the Project site.

In furtherance of the community-based planning process that began with the closure of Naval Station

Treasure Island, in 2003, the Treasure Island Development Authority ("TIDA") selected through a three year long competitive selection process, Treasure Island Community Development, LLC ("TICD") to serve as the prospective master developer for the Project. Since that time TIDA and TICD have worked in partnership with the Treasure Island / Yerba Buena Island Citizens Advisory Board ("CAB"), the Treasure Island Homeless Development Initiative ("TIHDI") and other community based organizations to advance the redevelopment planning and entitlement for the Project. In 2006, the CAB, TIDA and the Board of Supervisors endorsed the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island, which set forth the general transactional and land use terms of the Project including a provision for a Transition Plan for existing households. In order to reflect advancements in the project planning, due diligence and changes in economic conditions, TIDA and the Board of Supervisors each unanimously endorsed an Update to the Development Plan and Term Sheet, that incorporated both the terms of an Economic Development Conveyance Memorandum of Agreement for the conveyance of former Naval Station Treasure Island from the Navy to the City, and a Term Sheet between TIDA and TIHDI for the replacement and construction of new affordable housing units as part of the Project.

Since the CAB's inception in 2000, over 230 public meetings have been held to review and provide public input into the project plans. Most recently, a public open house was held on Saturday, January 29, 2010 to invite members of the public at large to comment on the most recent refinements to the Project plans that came out of the EIR public comment and review process. The Project has received recognition that includes an AIA Honor Award in Urban and Regional Design, the Governor's Environmental and Economic Leadership Award, and being selected to participate in the Clinton Climate Initiative and US Green Building Council's Climate Positive Development Program.

Over the past year, staff of the Planning Department, Office of Economic and Workforce Development ("OEWD"), the CAB, TIDA and TICD have worked on the preparation and negotiation of the key land use and transaction documents that would enable the implementation of the Project as contemplated by the community. These project documents and entitlement documents are summarized below:

Entitlements Framework.

Overall, the entitlements can be thought of in three broad pieces: (i) actions that *authorize* the project; (ii) actions that enable the project to be *implemented*; and (iii) actions that adopt *procedures* that will govern future TIDA and/or City actions (e.g. subdivisions, design review, permitting, etc.). Together, all of these documents constitute the Project Documents that the TIDA Board, the Commission and Board of Supervisors will be asked to approve in order to grant final project approvals and vest entitlements necessary to implement the vision for the redevelopment of of the Project.

Authorizing Actions. These include the preparation and certification of the EIR, adoption of the Redevelopment Plan, Amendments to the Planning Code, General Plan, and Zoning Maps to make the Redevelopment Plan consistent with the General Plan.

Implementing Documents. These include, among others, the Disposition and Development Agreement, the Development Agreement, the Design for Development, the Mitigation Monitoring and Reporting Plan and the Public Trust Exchange Agreement.

The Project's Disposition and Development Agreement ("DDA") is the primary legally binding document between TIDA and TICD that governs the Developer's right to develop the Project in accordance with all of the other corresponding land use and entitlement documents including, but not limited to: the Housing Plan, Redevelopment Plan, Design for Development, Financing Plan, Land Use Plan, Phasing

Plan, Transportation Plan, Open Space Plan and Community Facilities Plan. The Project's DDA is based on a "horizontal" land development transaction model. Under this model, land is the asset that is being improved and sold by TICD in return for the delivery of an extraordinary public benefits package, including 30% affordable housing, a transition housing program for existing qualified households, 300 acres of parks and open space, geotechnical stabilization and sea level rise improvements, transportation infrastructure and a comprehensive jobs and economic development opportunities for disadvantaged San Franciscans. The Project requires TICD to invest significant private capital in building public infrastructure and providing community benefits before any public financing sources are made available (e.g. proceeds from tax allocation bonds and Mello Roos bonds). In addition to the public financing sources that will be used to offset these up front qualified project costs, TICD will look to recoup its investment through the sales of finished lots to vertical developers and home builders. In return for meeting its obligations pursuant to the DDA, including meeting a Schedule of Performance that includes outside dates for the completion of public infrastructure, delivery of parks and open space and payment of subsidies for affordable housing, transportation and open space operations and maintenance.

Procedural Documents. The agreements in the implementing documents will be enforced through the DDA itself, as well as through separate procedural documents, including the Design Review Document Approval Procedure, which spells out the process for approving design for both horizontal and vertical development, an Interagency Cooperation Agreement, and the Treasure Island Subdivision Ordinance.

PROJECT DESCRIPTION AND DEVELOPMENT PROGRAM

The Project covers approximately 550 acres on both Treasure Island and Yerba Buena Island. Consistent with development program endorsed by the CAB, TIDA and the Board of Supervisors in May 2010, the proposed land use and development program includes the following elements:

- 8,000 new residential units
- 140,000 square feet of new retail uses
- 100,000 square feet of commercial office space
- 311,000 square feet of adaptive reuse of historic structures (Buildings 1, 2, and 3)
- 500 hotel rooms
- 30,000 square foot police / fire station
- 75,000 square feet of cultural / museum space
- 48,500 square feet of community facilities
- 105,000 square foot school
- 15,000 square foot sailing center
- 300 acres of open space
- Bicycle, transit, and pedestrian facilities
- Landside services for the Marina
- A ferry quay/bus intermodal transit center (Transit Hub)

PROPOSED REDEVELOPMENT PLAN AND DESIGN FOR DEVELOPMENT DOCUMENTS

Drafts of the Treasure Island / Yerba Buena Island Redevelopment Plan and the associated Design for Development document are enclosed in the Commission packet. As a part of the Project approvals, the Commission will need to make consistency findings and approve associated changes to the Planning Code and Zoning Map to find the Project and Redevelopment Plan consistent with the General Plan.

Redevelopment Plan

The Redevelopment Plan is necessary to establish the Redevelopment Project Area, provide TIDA with the powers, duties and obligations to implement the development program which addresses the blight existing within the Project site and establish land uses for the Project site. The Redevelopment Plan also serves an important purpose to provide for public financing to be made available for qualified project costs, through the use of tax increment financing.

The amendments to the Planning Code will refer to the Redevelopment Plan and Design for Development Document ("D4D") for all development controls. TIDA and the Board of Supervisors approved an amended Survey Area Boundary 2008, which is the subject of this Redevelopment Plan. TIDA and the Commission subsequently adopted an Amended Preliminary Plan and Project Area Boundary in 2008 to reflect changes in the Project boundaries associated with the new land plan that served as the basis for the 2006 Term Sheet.

The Redevelopment Plan establishes four specific land uses permitted on portions of the Project site including: public services, civic and institutional, open space, residential and mixed use. The Redevelopment Plan includes provisions for both interim and temporary uses with certain conditions.

Design for Development Document ("D4D")

There are several documents that will govern the design, implementation and permitted land uses within the Project. The primary document that regulates the physical development of the site and works to implement physical development consistent with the permitted land uses established by the Redevelopment Plan is the D4D. D4D's are used in most Redevelopment project areas as the governing document for regulating development controls, establishing design standards and guidelines, superseding the Planning Code for development within the Redevelopment Project Area. The Treasure Island/Yerba Buena Island D4D sets specific standards and guidelines for the same breadth of controls usually addressed in the Planning Code, including but not limited to: building height, bulk, and massing streetwall and setbacks, building modulation and frontage, streets, parking and loading, public parks and open space, and green building specifications that will apply to all new construction that exceeds the City's Green Building Ordinance. The D4D also establishes a grid of streets, open space and blocks designed to meet the needs of the Project and sets out overarching strategies on where to place certain uses and building types relative to street and open space types.

Ten years of intensive public planning have formed the basis for 13 principles and 12 interlocking frameworks which guide, and are the foundation for, the open space, streets, land use, and building massing and design controls that will apply to the Project and are detailed in the D4D. For example, the D4D includes controls and guidelines for low to mid-rise and high-rise residential buildings to assure that these larger buildings contribute both to views of and within the Project while also maintaining a human-scale pedestrian realm at the street level. The controls and guidelines are written to ensure that streets, parks, and vertical building development are coordinated in order to provide a rich urban

environment with active street frontages and thoughtful urban form. Additionally, the D4D defines and protects view corridors, and establishes guidance and requirements for sustainable building design. As with most Redevelopment project areas, the D4D will supersede the Planning Code for new construction on the Project site.

The D4D also outlines the regulatory steps for review and construction of public improvements, open space and buildings on the Project site. It also contains an appendix of defined terms, the Project's Design Review Document Approval Procedure, related resolutions and agreements, Green Building Specifications, and reference materials on historic buildings within the Project site

Key Updates and Changes to the D4D

The Commission was previously provided with both a draft of the D4D and an in-depth presentation of its contents by staff in March 2010. Since that time, a few key changes have been made to reflect input received at that hearing as well as additional community input and comments received during the public comment period for the Draft EIR. These changes include the following substantive changes to the land plan and urban form of the Project:

- 1) *Revision of maximum height envelopes on Treasure Island* - Base heights on Treasure Island have been revised from 60' and 70' to 65'. Island core Flex Zones have been modified from 350' and 450' to 315' and from 650' to 450'. Bulk and massing controls have been revised to reflect this change.
- 2) *Retention of Treasure Island Chapel* - The existing Chapel building on Treasure Island will be retained as part of the Cultural Park. The retention of the Chapel within the park will create a distinct destination for non-denominational services, cultural gatherings and private events. The park landscape around the Chapel will be improved with new pedestrian paths, lawn areas, and a grove of trees and ornamental landscape areas.
- 3) *Creation of two-way Class I mixed-use pedestrian and bicycle lane on Macalla Road* - Macalla Road is the primary road for traffic exiting the Bay Bridge onto the Project site. The right of way width has been modified to accommodate a Class 1 mixed-use path, which accommodates two-way bicycle and pedestrian traffic and connects directly to the new Class I mixed-use facility on the East Span of the Bay Bridge, as well as a one-way Class 2 bike lane in this area.

PROJECT PHASING PLAN

The Project will be constructed in a series of four major phases and a number of smaller sub-phases within each of the four major phases. This structure of development is designed to achieve a number of objectives including: (i) retaining the existing housing for as long as reasonably possible to avoid housing interruption and to ensure sufficient new housing is constructed for transitioning households, (ii) creating a vibrant new community by delivering significant community benefits as early in the project as possible, (iii) retaining the ability to adjust project phases to respond to market conditions and changes over the life of the Project. Developing a project of this scale in a series of major phases allows for more integrated planning of large mixed-use areas and neighborhoods within the Project site. Sub-phases will provide greater specificity in design detail for a series of blocks or other public improvements. The Project is anticipated to be constructed over a fifteen to twenty year timeframe depending on market conditions.

PROJECT HOUSING PLAN

One of the Project's fundamental objectives is to provide 30% of all units at below market rate, as codified

in the Project’s Housing Plan. The essential functions of the Housing Plan are: (1) establish the proportions, affordability level, type, location and tenure mix (for-sale or rental) of housing to be built, (2) identify applicable financing sources, and (3) identify enforcement mechanisms and remedies available to ensure TICD’s obligations are met, as well as reporting and monitoring tools to ensure compliance with the City’s yet to be adopted Housing Plan for the Project.

The Housing Plan requires that the below market rate units be affordable to a households ranging from 0% to 120% of Area Median Income (“AMI”), with an average affordability below 50% of AMI. Upon the completion of residential development, both market rate and affordable, it is estimated that approximately 27% of all housing units (including affordable units) will be rental and approximately 73% of all housing units will be for sale.

The Project’s affordable housing program includes the following:

Unit Type	Maximum Number	Affordability
TIHDI	435 (250 replacement units; 185 new units)	0 – 30% AMI (\$0 to \$29,800 for household of 4)
TIDA (Authority)	1,670	0-60% AMI (average of 50% AMI, \$0 to \$49,700 for household of 4)
Inclusionary	295	Rental: 60% AMI (\$59,650 for a household of 4) For Sale: 80-120% AMI (Average 100% AMI, \$99,400 for a household of 4)
Total Below Market Rate	2,400	
Total Market Rate	5,600	
Grand Total	8,000	

Of the 2,400 below market rate units, the parties anticipate that up to 2,105 units will be developed as affordable units, including approximately 435 to be developed by the Treasure Island Homeless Development Initiative (TIHDI) and its member housing providers. Below-market-rate units will be generally distributed throughout the various areas designated for residential use and across a variety of product types.

Inclusionary units will total five percent of the total market rate units to be constructed within market-rate developments, with limited exceptions described in the Housing Plan. If the maximum total number of market rate units is built, then the total number of inclusionary units would be two hundred ninety five (295). The inclusionary units will be intermixed and dispersed throughout the Project site in locations approved by TIDA, indistinguishable in exterior appearance from the market rate units, and be substantially similar in size, type, amenities and overall quality of construction as market rate units. Rental inclusionary units will be priced for households earning no more than 60% of AMI annually (\$59,650 for a four-person household in 2010). For-sale inclusionary units will be priced for households earning between 80% and 120% of AMI, with an average household income not to exceed 100% of AMI

(\$99,400 for a four-person household in 2010).

The Project designates the location of TIDA housing lots, which are distributed throughout the Project site and have been selected for their proximity to community services and amenities, and to enable a sufficient number of sites to maximize the ability to obtain competitive public financing.

Transition Housing Rules and Regulations

These rules and regulations describe the transition benefits that TIDA will provide to transitioning households in the Project site, specify the eligibility criteria for receiving transition benefits and outline the procedures by which transitioning households will be offered transition benefits, including the opportunity to occupy new housing to be built on Treasure Island as part of the Project.

In order to qualify as a "Transitioning Household" and be eligible for transition benefits, the household must consist of residents who lawfully occupy an existing unit on Treasure Island as of the effective date of the Project's Disposition and Development Agreement ("DDA"); continue to live in an existing unit until the household receives a notice to move for a long-term move or accepts certain other transition benefits; and remain in good standing under its residential lease. Current residents who move off-Island before they are offered long-term replacement housing will not be eligible for benefits. Transitioning households will have the opportunity to occupy new units on Treasure Island. No transitioning household will be required to move before receiving an offer of the transition benefits. Transitioning households, as well as residents who move on to Treasure Island after the effective date of the DDA, will receive relocation advisory services to help them understand their transition options and, for transitioning households, the benefits for which they may be eligible. These include:

- The Rental Replacement Option- The option to lease a newly-constructed rental unit on Treasure Island at a monthly rental rate with long-term rent protection, including a moving allowance. The size of the new unit will be the same size as the household's unit at the time the DDA is executed, with certain exceptions and allowances.
- The In-Lieu Payment Option- The option to receive a lump-sum payment instead of any other options, consistent with the San Francisco Rent Board's Schedule of Relocation Payments for No Fault Evictions (approximately \$5,000-\$20,000+), depending on household size.
- The Unit Purchase Assistance Option- The option to receive down payment assistance towards the purchase of a newly-constructed unit on Treasure Island, per the schedule above.

Transitioning households will also have the opportunity to be placed on a pre-marketing notice list, enabling them to make purchase offers on new for-sale housing units on Treasure Island for at least 30 days before units are offered to the general public. The pre-marketing purchase opportunity would be available for up to seven years after being placed on the premarketing list.

ENVIRONMENTAL REVIEW

On July 12, 2010, the project-level Draft Environmental Impact Report for the Redevelopment of Treasure Island / Yerba Buena Island was released. A joint public hearing was held before the Commission and TIDA Board on the Draft EIR on August 12, 2010. The comment period for the Draft EIR was extended

two weeks and remained open through September 12, 2010. Staff is currently working on the responses to comments document, which will be released with the Final EIR, and is currently anticipated to be published in early March.

NEXT STEPS

The February 17 informational presentation is the first in a series of three such presentations to the Commission on the Project. On March 3 and March 17, 2011, staff will present in greater detail the sustainability and transportation components of the Project, the community facilities plan and TIHDI agreement, as well as key project documents, including the Development Agreement, Disposition and Development Agreement, Design Review and Document Approval Procedure and the Interagency Cooperation Agreement. At the March 3, 2011 hearing staff intends to introduce Amendments to the General Plan, for initiation by the Commission. On April 7, 2011, the Commission will sit jointly with the TIDA Board of Directors to consider the Project's EIR and entitlement documents.

Attachments:

1. Draft Redevelopment Plan for the Treasure Island / Yerba Buena Island Redevelopment Project
2. Draft Exhibits to the Disposition and Development Agreement by and between Treasure Island Development Authority and Treasure Island Community Development, LLC., including the:
 - a. Land Use Plan
 - b. Phasing Plan
 - c. Housing Plan
3. Draft Transition Housing Rules and Regulations for the Villages at Treasure Island
4. Draft Treasure Island and Yerba Buena Island Design for Development

[SUBJECT TO CHANGE BEFORE FINAL ADOPTION]

REDEVELOPMENT PLAN
FOR THE
TREASURE ISLAND / YERBA BUENA ISLAND
REDEVELOPMENT PROJECT

Prepared by the
TREASURE ISLAND DEVELOPMENT AUTHORITY

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ATTACHMENTS

Attachment No. 1	Legal Description of the Project Area Boundaries
Attachment No. 2	Project Area Map
Attachment No. 3	Development Plan Area Map
Attachment No. 4	Legal Description of the Development Plan Area Boundaries (As of Adoption of Redevelopment Plan)
Attachment No. 5	Redevelopment Land Use Map
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**REDEVELOPMENT PLAN
FOR THE
TREASURE ISLAND / YERBA BUENA ISLAND
REDEVELOPMENT PROJECT**

I. [§100] INTRODUCTION

A. [§ 101] Background

This is the Redevelopment Plan (the "Redevelopment Plan") for the Treasure Island / Yerba Buena Island Redevelopment Project (the "Redevelopment Project") in the City and County of San Francisco (the "City and County"), State of California; it consists of the text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Map (Attachment No. 2), the Development Plan Area Map (Attachment No. 3), the Legal Description of the Development Plan Area Boundaries (Attachment No. 4), the Redevelopment Land Use Map (Attachment No. 5) and Authorized Public Improvements (Attachment No. 6).

This Redevelopment Plan was prepared by the Treasure Island Development Authority ("TIDA") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) as modified and augmented by Chapter 4.5 of the Community Redevelopment Law (Health and Safety Code Section 33492 et seq.) (collectively, the "CRL"), as specifically amended for Naval Station Treasure Island ("NSTI") by the Treasure Island Conversion Act of 1997 (enacted by AB 699, Chapter 898, Statutes of 1997 and subsequently amended by Chapter 543, Statutes of 2004, Chapter 660, Statutes of 2007, Chapter 318, Statutes of 2008 and Chapter 208, Statutes of 2009) (collectively, the "Conversion Act"), the California Constitution, and all applicable local laws and ordinances.

Pursuant to the Conversion Act, TIDA has been designated by resolution of the Board of Supervisors of the City and County of San Francisco (the "Board of Supervisors") as the redevelopment agency with jurisdiction and all the rights, powers, privileges, immunities, authorities, and duties granted to redevelopment agencies under the CRL for the purpose of acquiring, using, operating, maintaining, converting and redeveloping NSTI, consisting of property on Treasure Island and Yerba Buena Island (the "Islands") as described in the Conversion Act (the "Property"). The Conversion Act also grants to TIDA the complete power, among other things, to administer and control that portion of the Property consisting of the "Trust Property," as described in the Conversion Act, in conformance with the public trust for commerce, navigation and fisheries (the "Tidelands Trust") and subject to certain restrictions. The State Legislature also authorized an exchange of the Tidelands Trust pursuant to Chapter 543, Statutes of 2004, as amended by Chapter 660, Statutes of 2007 and Chapter 208, Statutes of 2009 (the "Exchange Act") in a manner to facilitate the productive reuse of the Islands as well as further the Tidelands Trust and the statutory trust created under the Conversion Act.

The area within the Redevelopment Project (the "Project Area") includes all of the Property, as defined in the Conversion Act, within the boundaries of the NSTI, located in the City and County, including certain lands of the United States Department of Labor Job Corps (the "Job Corps Lands"), which are located on Treasure Island. The Job Corps Lands are included within the boundaries of the Project Area solely in order to preserve logical boundaries for the Project Area for purposes of planning the redevelopment of NSTI in a manner that is compatible with and does not interfere with the ownership, use and operation of the Job Corps Lands by the United States Government. All lands within the Project Area other than (i) the Job Corps Lands and (ii) areas within the exclusive jurisdiction or control of the California Department of Transportation that were excepted from the conveyance to TIDA under the Conversion Act, are referred to in this Redevelopment Plan as the "Development Plan Area." In the event that any of the foregoing excluded lands are conveyed to TIDA, then the term "Development Plan Area" as used in this Redevelopment Plan shall include such lands under the jurisdiction of TIDA. The Development Plan Area as of the date of adoption of this Redevelopment Plan is described in Attachment No. 4 and shown on Attachment No. 3.

In July 1996, the San Francisco Planning Commission ("Planning Commission") and the Board of Supervisors adopted a resolution endorsing the NSTI Reuse Plan (the "Reuse Plan") for the Islands. The Reuse Plan was the starting point in the planning process for NSTI. Subsequent planning efforts, specifically a 2006 Development Plan and Term Sheet (the "Development Plan") and 2010 Development Plan Update (the "Development Plan Update"), both of which were endorsed by TIDA and the Board of Supervisors, have maintained the underlying policies, goals and objectives of the Reuse Plan. The proposed redevelopment of the Project Area as described in this Redevelopment Plan conforms to the Reuse Plan, as updated in the Development Plan and the Development Plan Update, and to the San Francisco General Plan (the "General Plan"), which has been amended by Ordinance No. _____, adopted _____, by the Board of Supervisors to conform the General Plan to the Reuse Plan (as updated in the Development Plan and Development Plan Update) pursuant to the intent of Health and Safety Code Sections 33331 and 33492.20(a)(2) and Government Code Section 67840 et seq.

At the time of the closure of NSTI by the federal Base Closure Commission, in accordance with the legislative intent expressed in Section 33492 *et seq.* of the CRL and the Conversion Act, NSTI was subject to a process prescribed by the Federal Government in the Defense Base Closure and Realignment Act of 1990, 10 U.S.C.A. §2687 *et seq.* (as amended, the "Base Closure Act"), which required the City and County (as the designated local reuse authority prior to the establishment of TIDA) to propose a plan for using NSTI resources to assist homeless persons as part of the strategic land use plan for redevelopment of NSTI as shown on the Land Use Map at Attachment No.5. In 1996, the City and County and the Treasure Island Homeless Development Initiative ("TIHDI"), a collaboration of homeless services agencies that was formed in 1994 to develop the homeless component of the Reuse Plan, negotiated the Base Closure Homeless Assistance Agreement and Option to Lease Real Property (the "TIHDI Agreement"). The United States Department of Housing and Urban Development approved the TIHDI Agreement and determined that it met the Base Closure Act requirements. As part of the Redevelopment Project, TIDA intends to enter into a successor agreement with TIHDI to implement the TIHDI Agreement.

The Reuse Plan called for the Treasure Island Marina ("Marina") to be redeveloped and expanded. As part of the Redevelopment Project, TIDA intends to improve and expand the Marina. The proposed Marina redevelopment is described in the Term Sheet for the Redevelopment, Expansion and Operation of the Treasure Island Marina between TIDA and Treasure Island Enterprises, LLC, endorsed by the TIDA Board November 4, 2001, as amended from time to time. The proposed Marina redevelopment will occur separately from the development undertaken pursuant to the Development Plan and Development Plan Update.

This Redevelopment Plan is based upon a Preliminary Plan formulated and adopted by the Planning Commission by Motion No. 14869, on August 19, 1999, as the same has been amended by the Planning Commission's subsequent adoption of Motion No. _____, on _____, 2008.

This Redevelopment Plan provides TIDA with powers, duties, and obligations to implement and further the programs generally set forth herein for the redevelopment, rehabilitation, and revitalization of the Development Plan Area. Because of the long-term nature of this Redevelopment Plan and the need to retain in TIDA flexibility to respond to market and economic conditions, developer interests, and opportunities from time to time presented for redevelopment, this Redevelopment Plan presents a process and a basic framework within which specific development plans will be presented, specific projects will be established, and specific solutions will be proposed and by which tools are provided to TIDA to fashion, develop, and proceed with such specific development plans, projects, and solutions.

B. [§ 102] Applicability

1. This Redevelopment Plan is adopted in contemplation of the transfer from the United States of America, (herein the "United States Government"), acting by and through its Department of the Navy, to TIDA of the land, properties and facilities located in the Development Plan Area for redevelopment and reuse to implement the programs generally set forth herein. It is also contemplated that because of the unique size, location and characteristics of the Development Plan Area, TIDA will select and enter into agreements with one or more master developers in order to facilitate the more detailed master planning, specific development plans for areas and projects, and coordinated redevelopment and phasing of the redevelopment of the Development Plan Area. Therefore, the conditions on the applicability of this Redevelopment Plan set forth in this Section 102 are deemed necessary to assure that TIDA will have sufficient ownership and control over the Development Plan Area to effectively carry out this Redevelopment Plan pursuant to its mandate under the CRL and the Conversion Act.

2. (a) As set forth in Section 101 above, the Job Corps Lands are included within the boundaries of the Project Area solely in order to preserve logical boundaries for the Project Area for purposes of planning the redevelopment of the Project Area. TIDA shall have no jurisdiction or authority under the Conversion Act or the CRL with respect to the Job Corps Lands.

(b) The Exchange Act recognizes that there may be future opportunities for transferring all or a portion of the Job Corps Lands out of federal ownership and that the Job Corps lands may be incorporated into the Tidelands Trust exchange in one or

more subsequent phases. If all or a portion of the Job Corps Lands are transferred out of federal ownership and are acquired by TIDA, then the provisions of this Redevelopment Plan and jurisdiction of TIDA shall be applicable to such portion of the Job Corps Lands upon transfer to TIDA and for purposes of this Plan the Job Corp Lands shall at such time be considered part of the Development Plan Area. No amendments to the Conversion Act or this Redevelopment Plan shall be required to effectuate the provisions of this subsection 2(b).

3. (a) The Conversion Act provides that its provisions shall not apply to any portion of or interest in the Property, including any portion or interest in the Trust Property, whether real or personal, that is owned by or under the jurisdiction or control of the California Department of Transportation, and that the Trust Property shall remain subject to any requirements of the Department of Transportation for future right-of-ways, easements, or material for the construction, location, realignment, expansion, or maintenance of bridges, highways, or other transportation facilities, without compensation, except as specifically provided in the Conversion Act.

(b) The provisions of this Redevelopment Plan and TIDA's jurisdiction over the Property, including the Trust Property, as defined in the Conversion Act, within the boundaries of the Project Area are expressly not applicable to that portion of the Property and interests in the Property, including the Trust Property, whether real or personal, that is owned by or under the exclusive jurisdiction or control of the California Department of Transportation. If any portion of or interest in such Property, including the Trust Property, ceases to be owned by or under the exclusive jurisdiction or control of the California Department of Transportation, the provisions of this Redevelopment Plan and jurisdiction of TIDA shall be applicable to such portion of the Property, including the Trust Property, that are no longer in ownership of or under the exclusive jurisdiction or control of the California Department of Transportation and for purposes of this Plan any such Property shall at such time be considered part of the Development Plan Area. No amendments to the Conversion Act or this Redevelopment Plan shall be required to effectuate the provisions of this subsection 3(b).

4. Subject to subsection 6, below, the provisions of Article IV (Section 400 et seq.) of this Redevelopment Plan shall apply only to lands, properties or facilities which are included in the Project Area and which are conveyed to TIDA or any other non-federal transferee.

5. Subject to subsection 6 below, the provisions of Section 302 of this Redevelopment Plan shall apply only to subsequent developers taking title to lands, properties or facilities initially conveyed by TIDA to a developer for redevelopment purposes.

6. This Redevelopment Plan shall not be applicable to lands, properties and facilities in the Project Area while they are owned by the United States Government.

7. If any one of the provisions of this Section 102 are determined by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Redevelopment Plan.

C. [§ 103] Conformance with the General Plan

The Redevelopment Plan conforms to the General Plan, the Planning Code, and the Zoning Maps of the City and County, as amended. The Redevelopment Plan is consistent with the General Plan as amended and its applicable elements and in conformity with the eight Priority Policies of Section 101.1 of the Planning Code.

D. [§ 104] Implementation

The purposes of the CRL and the Conversion Act will be attained through, and the major goals of this Redevelopment Plan are:

1. The mitigation of the economic, environmental and social degradation that is faced by the community due to the closure of the NSTI by the federal Base Closure Commission, in accordance with the legislative intent expressed in Section 33492 et seq. of the Health and Safety Code and the Conversion Act.
2. Implementation of the underlying goals, policies and objectives of the Reuse Plan, as updated by the Development Plan and Development Plan Update.
3. The elimination of blighting influences and the correction of environmental and infrastructure deficiencies in the Development Plan Area, including, among others, obsolete, aged, dilapidated and deteriorated building types; buildings in which it is unsafe or unhealthy for persons to live or work, and buildings on land that, when subdivided or when infrastructure is installed, would not comply with community subdivision, zoning or planning regulations; factors that prevent or substantially hinder the economically viable reuse or capacity of buildings or areas; substandard, faulty, inadequate, deteriorated, and in some cases, inoperable utilities and their distribution systems; buildings that are too large or too small for modern use; areas containing hazardous wastes or toxic substances; unstable soils and substandard shoreline stabilization; inadequate transportation systems and infrastructure; inadequate parking facilities; inadequate public services; and nonconforming, incompatible and/or uneconomic land uses.
4. The installation of new or replacement of existing public improvements, facilities, and utilities in areas which are currently inadequately served with regard to such improvements, facilities, and utilities.
5. The replanning, redesign, reuse and redevelopment of portions of the Project Area that are stagnant and undeveloped, underdeveloped or improperly utilized.
6. The assembly and subdivision of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation.
7. Subsequent to the disposition of any land by TIDA, the provision of opportunities for participation by owners of land within the Project Area in the redevelopment of their properties, as applicable.

8. The creation of housing for very low, low and moderate income households in the Project Area.
 9. The facilitation of job training and job opportunities for all persons, but particularly the homeless, formerly homeless and other economically disadvantaged San Franciscans, including cooperation with TIHDI.
 10. The facilitation of public transit opportunities to and within the Project Area, including ferry service.
 11. The strengthening of the economic base of the Project Area and the community by the installation of needed site improvements to stimulate new revenue generating public uses, employment opportunities and economic growth.
 12. The provision of adequate land and improvements for a variety of active and passive recreation activities or facilities and open spaces and for public facilities.
 13. The provision of an environment for social and economic growth.
 14. The establishment and implementation of standards and guidelines to achieve high quality architectural and urban design, environmental performance and other design objectives that provide unity and integrity to the entire Project Area.
 15. The preservation and adaptive reuse of historically significant structures.
- E. [§105] Related Redevelopment Documents for the Development Plan Area

To facilitate the implementation of this Redevelopment Plan, TIDA has developed, or may develop or amend in the future, various related documents implementing the Redevelopment Plan, which may include without limitation, a Design for Development (as more particularly described in Section 401), Interagency Cooperation Agreements, Infrastructure Plans and Disposition and Development Agreements (all such documents, collectively, the "Plan Documents"). The Plan Documents shall be consistent with the terms of this Redevelopment Plan.

II. [§200] DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries," attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Map," attached hereto as Attachment No. 2 and incorporated herein by reference.

The boundaries of the Development Plan Area as they exist as of the adoption of this Redevelopment Plan are described in the "Legal Description of the Development Plan Area Boundaries," attached hereto as Attachment No. 3 and incorporated herein by reference, and are

shown on the "Development Plan Area Map," attached hereto as Attachment No. 4 and incorporated herein by reference. The boundaries of the Development Plan Area may be altered from time to time without requiring amendment of this Redevelopment Plan, so long as the Development Plan Area remains entirely within the Project Area boundaries.

III. [§300] PROPOSED REDEVELOPMENT ACTIONS

A. [§301] General

TIDA proposes to eliminate and prevent the spread of blight and deterioration in the Project Area (in accord with the provisions of the Conversion Act, as amended from time to time) by exercising the following general powers in order to accomplish the development activities listed in this Part III and Attachment No. 6 attached hereto.

1. The acquisition and subdivision of real property to provide adequate sites for the development and construction of mixed use, recreational, commercial, residential and public facilities uses;
2. The demolition or removal of certain buildings and improvements;
3. The management of any property acquired by and under the ownership and/or control of TIDA;
4. The installation, construction, or reconstruction of streets, sidewalks, walking paths, utilities, shoreline stabilization systems, parks, other open spaces, and other public improvements;
5. The disposition of property for uses in accordance with this Redevelopment Plan;
6. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Redevelopment Plan;
7. Subsequent to the initial disposition by TIDA of any land in the Project Area, the provision for participation in redevelopment by property owners in the Project Area and the extension of preferences to business occupants and other business tenants desiring to remain or relocate within the Project Area in accordance with owner participation rules adopted by TIDA from time to time;
8. The rehabilitation by future owners, their successors, and TIDA of structures and improvements previously owned by the federal government;
9. The provision of low and moderate income housing;

10. The provision of job training and job opportunities for economically disadvantaged San Franciscans and others; and
11. The remediation of areas contaminated by hazardous substances by the United States Government or other responsible persons or entities.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Redevelopment Plan, TIDA is authorized to use all the powers provided in this Redevelopment Plan and all the powers now or hereafter permitted by law, except as expressly limited by this Redevelopment Plan.

B. [§302] Participation Opportunities; Extension of Preferences for Reentry Within Redeveloped Project Area

1. [§303] Opportunities for Owners and Business Tenants

In accordance with this Redevelopment Plan and the rules for participation adopted by TIDA pursuant to this Redevelopment Plan and the CRL, persons who are or may become owners of real property in the Project Area other than on a temporary or interim basis, subsequent to the initial disposition by TIDA of any land in the Project Area, shall be given a reasonable opportunity to participate in the redevelopment of the Project Area consistent with the objectives of this Redevelopment Plan.

TIDA shall extend reasonable preferences to persons who are or may become engaged in business in the Project Area other than on a temporary or interim basis, subsequent to the disposition by TIDA of any land in the Project Area, as defined in the participation rules adopted by TIDA, 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 prescribed in this Redevelopment Plan and the rules for participation adopted by TIDA.

2. [§304] Rules for Participation Opportunities, Priorities, and Preferences

In order to provide opportunities to owners under Section 303 to participate in the redevelopment of the Project Area and to extend reasonable preferences to business tenants under Section 303 to reenter into business within the redeveloped Project Area, TIDA has promulgated rules for participation by owners and the extension of reasonable preferences to business tenants for reentry within the redeveloped Project Area. If conflicts develop between the desires of participants for particular sites or land uses, TIDA is authorized to establish reasonable priorities and preferences among the owners and business tenants. Some of the factors to be considered in establishing these priorities and preferences may include, as applicable, a participant's length of occupancy in the area; accommodation of as many participants as possible; similarity of land use; the necessity to assemble sites for integrated, modern development; conformity of a participant's proposal with the intent and objectives of this Redevelopment Plan; and service to the community of a participant's proposal.

In addition to opportunities for participation by individual persons and firms, participation shall be available for two or more persons, firms, or institutions to join together in partnerships, corporations, or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as: (1) the elimination and changing of land uses; (2) the construction, widening, or realignment of streets; (3) the ability of participants to finance acquisition and development or rehabilitation in accordance with this Redevelopment Plan and development criteria adopted by TIDA in implementation of this Redevelopment Plan; (4) the construction or expansion of public facilities; and (5) the provisions of the Tidelands Trust and Conversion Act, if applicable.

3. [§305] Participation Agreements

Since there are no owners other than the United States Government in the Development Plan Area at the time of the adoption of the Redevelopment Plan, TIDA does not initially contemplate entering into participation agreements. However, if property owners taking title to the property in the Development Plan Area from a developer who acquired the property from TIDA subsequently desire to redevelop their property, TIDA may require that, as a condition to participation in redevelopment, each participant shall enter into a binding agreement with TIDA by which the participant agrees to rehabilitate, develop, and use and maintain the property in conformance with this Redevelopment Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Redevelopment Plan applicable to their properties. Whether or not a participant enters into a participation agreement with TIDA, the provisions of this Redevelopment Plan are applicable to all public and private property in the Development Plan Area.

4. [§306] Conforming Owners

TIDA may, at its sole and absolute discretion, determine that certain real property within the Development Plan Area meets the requirements of this Redevelopment Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with TIDA provided such owner continues to operate, use, and maintain the real property within the requirements of this Redevelopment Plan. However, a conforming owner shall be required by TIDA to enter into a participation agreement with TIDA in the event that such owner desires to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional property within the Development Plan Area.

C. [§307] Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Redevelopment Project. TIDA shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Redevelopment Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good. To facilitate the implementation of the Redevelopment Plan, TIDA may enter into contracts and/or agreements,

including but not limited to one or more Interagency Cooperation Agreements, with other public entities and departments, as necessary.

TIDA, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. TIDA, however, will seek the cooperation of all public bodies that own or intend to acquire property in the Project Area. Any public body that owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with TIDA. All plans for development of property in the Project Area by a public body shall be subject to TIDA approval to the fullest extent permitted by applicable law.

TIDA may establish planning and design controls in the implementation of this Redevelopment Plan to the fullest extent permitted by applicable law to ensure that present uses and any future development by public bodies will conform to the requirements of this Redevelopment Plan. To the extent now or hereafter permitted by law, TIDA is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements (within or without the Project Area), which land, buildings, facilities, structures, or other improvements are or would be of benefit to the Redevelopment Project.

D. [§308] Property Acquisition

1. [§309] Real Property

Except as specifically exempted herein, TIDA may acquire, but is not required to acquire, any real property located in the Project Area by gift, devise, exchange, lease or purchase, provided, however, TIDA shall not be entitled to acquire property by eminent domain.

TIDA is authorized to acquire structures without acquiring the land upon which those structures are located. TIDA is authorized to acquire either the entire fee or any other interest in real property less than a fee.

2. [§310] Personal Property

Generally, personal property shall not be acquired, except in concert with the acquisition of associated real property. However, where necessary in the implementation of this Redevelopment Plan, TIDA is authorized to acquire personal property in the Project Area by gift, devise, exchange or purchase.

E. [§311] Property Management

During such time as property, if any, in the Project Area is owned by TIDA, such property shall be subject to the management and control of TIDA. Such property may be rented or leased by TIDA pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as TIDA may adopt. TIDA may enter into management agreements or other arrangements providing for the management and control of the property during TIDA's ownership of such property.

F. [§312] Payments to Taxing Agencies to Alleviate Financial Burden

Pursuant to Sections 33492.15 and 33607.5 of the CRL, TIDA is required to and shall make payments to affected taxing entities to alleviate the financial burden and detriment that the affected taxing entities may incur as a result of the adoption of this Redevelopment Plan. The payments made by TIDA shall be calculated and paid in accordance with the requirements of Sections 33492.15 and 33607.5.

G. [§313] Relocation of Persons, Business Concerns, and Others Displaced by the Redevelopment Project

1. [§314] Assistance in Finding Other Locations

TIDA shall assist all persons (including individuals and families), business concerns, and others who are occupying lands, properties or facilities in the Development Plan Area and who are subsequently displaced by TIDA in implementation of the Project and are eligible for such assistance under Applicable Law, in finding other locations and facilities. "Applicable Law" for the purposes of this Section 314 and Section 315 shall mean the California Relocation Assistance Law (Government Code Section 7260 et seq.), as amended; the Conversion Act, TIDA rules and regulations adopted pursuant thereto; and, as may be applicable in the event that federal funding is involved in the activities causing displacement, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. In order to carry out the Redevelopment Project with a minimum of hardship to persons, business concerns, and others, if any, displaced by TIDA in implementation of the Redevelopment Project and eligible under Applicable Law for such assistance, TIDA shall assist such persons (including individuals and families), business concerns and others in finding new locations in accordance with Applicable Laws. TIDA may also provide housing inside or outside the Project Area for displaced persons.

Almost all residents within the Project Area currently occupy Navy-owned housing facilities leased on an interim basis to TIDA by the Navy. Currently residents of Navy-owned housing occupy these facilities pursuant to interim leases that acknowledge that the property will be redeveloped in accordance with this Redevelopment Plan. The Conversion Act further provides that persons of low- and moderate-income lawfully occupying the existing housing on NSTI at the time this Redevelopment Plan is adopted, and at the time the existing Navy-owned housing is removed or demolished, shall be offered new permanent housing adequate to accommodate the household to be constructed within the Project Area, at a cost or rent not exceeding the affordable housing costs or affordable rent, as defined by Section 50052.5 or 50053 of the CRL, as applicable. Residents of non-Navy owned housing within the Project Area are affiliated with the Department of Labor Job Corps and occupy facilities on the Job Corps Lands.

2. [§315] Relocation Payments

TIDA shall make relocation payments to such eligible persons (including individuals and families), business concerns, and others displaced by TIDA in implementation of

the Redevelopment Project as may be required by Applicable Law. TIDA may make such other payments as it determines to be appropriate and for which funds are available.

H. [§316] Demolition, Clearance, and Building and Site Preparation

1. [§317] Demolition and Clearance

TIDA is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Redevelopment Plan.

2. [§318] Preparation of Building Sites

TIDA is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by TIDA. In connection therewith, TIDA may cause, provide for, or undertake the installation or construction of ground improvements, streets, utilities, parks/open space, and other improvements necessary to carry out this Redevelopment Plan. TIDA is also authorized to construct foundations, platforms, and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for residential, commercial, industrial, public, and other uses provided for in this Redevelopment Plan. If TIDA develops commercial and industrial sites by providing streets, sidewalks, utilities or other improvements that the property owner would otherwise be obligated to provide, TIDA will comply with Health and Safety Code Section 33421.1.

I. [§319] Property Disposition and Development

1. [§320] Real Property Disposition and Development

a. [§321] General

For the purposes of this Redevelopment Plan, TIDA 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, subject to the provisions of the Tideland Trust and statutory trust under the Conversion Act, if applicable. To the extent permitted by law, TIDA is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding. Property acquired by TIDA for rehabilitation and resale shall either (i) be offered for resale within one (1) year after completion of rehabilitation, or (ii) in the event such property is not offered for resale, an annual report concerning such property shall be published by TIDA as required by law.

Real property acquired by TIDA may be conveyed by TIDA without charge to the City and County and, where beneficial to the Project Area, without charge to any public body. All real property acquired by TIDA in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Redevelopment Plan, or may be developed by TIDA for public uses or other uses authorized by the Conversion Act or CRL.

All purchasers or lessees of property acquired from TIDA shall be obligated 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 which TIDA fixes as reasonable, and to comply with other conditions which TIDA deems necessary to carry out the purposes of this Redevelopment Plan.

b. [§322] Disposition and Development Documents

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 TIDA, as well as all property subject to participation agreements, is subject to the provisions of this Redevelopment Plan.

TIDA shall 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 ensure that development is carried out in a timely manner pursuant to this Redevelopment Plan.

Leases, deeds, contracts, agreements, and declarations of restrictions of TIDA 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 TIDA, such documents, or portions thereof, shall be recorded in the office of the County Recorder.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Sections 12955.2 of the Government Code 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 a participation agreement, disposition and development agreement, or other similar 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 nonsegregation clauses as required by law.

c. [§323] Development Activities by TIDA

To the extent now or hereafter permitted by law, TIDA is authorized to pay for, develop (including planning activities), or construct any publicly-owned building, facility, structure, or other improvement either within or without the Project Area, for itself or for any public body or entity, which buildings, facilities, structures, or other improvements are or would be of benefit to the Project Area. Specifically, in addition to the improvements generally authorized under Section 318 and this Section 323, TIDA is authorized to pay for, install, or construct (including planning activities), or to cause to be installed and constructed (including planning activities), within or without the Project Area, for itself or for any public entity for the benefit of the Project Area, the buildings, facilities, structures, and other

improvements identified in Attachment No. 6, attached hereto and incorporated herein by reference, said list being inclusive but not limiting. TIDA may acquire or pay for the land and site preparation required for the foregoing.

TIDA is authorized to install and construct or cause to be installed and constructed (including planning activities) temporary public improvements necessary to carry out this Redevelopment Plan. Temporary public improvements may include, but are not limited to, parks, streets, and utilities.

TIDA may enter into contracts, leases, and agreements with the City and County or other public body or entity pursuant to this Section 323, and the obligation of TIDA under such contract, lease, or agreement shall constitute an indebtedness of TIDA which may be made payable out of the taxes levied in the Project Area and allocated to TIDA under subdivision (b) of Section 33670 of the CRL and Section 502 of this Redevelopment Plan or out of any other available funds.

2. [§324] Personal Property Disposition

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

J. [§325] Rehabilitation, Conservation, and Moving of Structures

1. [§326] Rehabilitation and Conservation

TIDA is authorized, but not obligated, to rehabilitate and conserve, or to cause to be rehabilitated and conserved, any building or structure in the Project Area owned by TIDA. TIDA is also authorized and directed to advise, encourage, and assist in the rehabilitation and conservation of property in the Project Area not owned by TIDA. TIDA is also authorized, but not obligated, to acquire, restore, rehabilitate, move, and conserve buildings of historic significance.

2. [§327] Moving of Structures

As necessary in carrying out this Redevelopment Plan, TIDA is authorized to move, or to cause to be moved, any structure or building which can be rehabilitated to a location within or outside the Project Area.

K. [§328] Low- and Moderate-Income Housing

1. [§329] Replacement Housing

Those dwelling units housing persons and families of low or moderate income at the time this Redevelopment Plan is approved, when destroyed or removed within the Project Area from the low and moderate income housing market as part of the Redevelopment Project, shall be replaced as follows: TIDA shall, within four (4) years of such actual 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, replacement dwelling units at affordable housing costs within the Project Area or within the territorial jurisdiction of TIDA in accordance with the provisions of Sections 33413 and 33413.5 of the CRL.

2. [§330] Redevelopment Housing Production

Whenever new or rehabilitated dwelling units are developed by TIDA or by other public or private entities or persons within the Project Area, TIDA shall comply with the requirements set forth in Section 33413 (in particular, subdivision (b) of that section) of the Community Redevelopment Law requiring the production of affordable housing.

3. [§331] Increased and Improved Housing Supply

Pursuant to Section 33334.2 of the CRL, not less than twenty percent (20%) of all taxes which are allocated to TIDA pursuant to Section 33670 of the CRL and Section 502 of this Redevelopment Plan shall be used by TIDA for the purposes of increasing, improving, and preserving the City and County's supply of housing for persons and families of very low, low, or moderate income unless certain findings are made as required by the CRL to lessen or exempt such requirement. In carrying out this purpose, TIDA may exercise any or all of its powers.

TIDA may use these funds inside or outside the Development Plan Area to meet, in whole or in part, the replacement housing provisions in Section 329, above, or the redevelopment housing production provisions in Section 330, above. These funds may be used inside or outside the Project Area provided, however, that funds may be used outside the Project Area only if findings of benefit to the Redevelopment Project are made as required by Section 33334.2 of the CRL.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used; provided TIDA may defer the allocation of such funds for a period of up to five years after the date of adoption of this Redevelopment Plan if certain findings are made by the legislative body pursuant to Section 33492.16 of the CRL. The amount of any such deferral shall be considered an indebtedness of the Redevelopment Project and shall be repaid to the Low and Moderate Income Housing Fund in accordance with Section 33492.16. Any interest earned by such Low and Moderate Income Housing Fund shall accrue to the Fund.

IV. [§400] USES PERMITTED IN THE PROJECT AREA

A. [401] Design for Development

Within the limits, restrictions, and controls established in this Redevelopment Plan, TIDA is authorized to establish standards and guidelines, including without limitation, more precise land use and development planning regulations and controls, including standards and guidelines for parks and open spaces, streets, land uses, building envelope, building design, lighting, signage, parking and loading, and other development and design controls necessary for proper development of both private and public areas within the Development Plan Area, and all such

other development and design standards and guidelines necessary for proper development of both private and public areas within the Development Plan Area. TIDA shall adopt a Design for Development that will set forth any such standards and guidelines it establishes.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Redevelopment Plan (including Section 423), the Design for Development and the Plan Documents, as amended from time to time, and all applicable laws. All architectural, landscape and site plans shall be submitted to and approved in writing by TIDA in accordance with the procedures set forth in the Design for Development and any applicable disposition and development agreement(s). One of the objectives of this Redevelopment Plan is to create an attractive and pleasant environment in the Development Plan Area. Therefore, such plans shall give consideration to good design and quality materials, open space, and other amenities to enhance the aesthetic quality of the Development Plan Area. TIDA shall, at its sole discretion, determine the conformity of any architectural, landscape and site plans with this Redevelopment Plan and the Design for Development, although TIDA may, at its discretion, delegate this determination to other City and County agencies, including the Planning Department and/or the Department of Building Inspection.

B. [§402] Redevelopment Land Use Map

The "Redevelopment Land Use Map," attached hereto as Attachment No. 5 and incorporated herein by reference, illustrates the location of the Development Plan Area boundaries, and sets forth the land uses permitted in the Development Plan Area. It is the intent and purpose of this Redevelopment Plan to allow more precise land use and development planning regulations, restrictions and controls to be established in the Design for Development adopted by TIDA, as it may be amended from time to time by TIDA, as described in Section 401 of this Redevelopment Plan, provided, however, that in the event of a conflict between the Redevelopment Plan and the Design for Development, the Redevelopment Plan will control. If any areas within the Project Area that are not within the Development Plan Area as of the date of adoption of the Redevelopment Plan are subsequently conveyed to TIDA and become part of the Development Plan Area, land uses applicable to those areas shall be as set forth in the City and County's General Plan then in effect.

C. [§403] Designated Land Uses

In general, subject to the provisions of Section 102 of this Redevelopment Plan, the land uses in the Development Plan Area shall be Residential, Mixed Use, Open Space, and Public Services, Civic and Institutional, including interim and non-conforming uses.

1. [§404] Residential

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for residential uses shall be used for residential uses and other compatible uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

2. [§405] Mixed-Use

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for Mixed-Use shall be used for residential, commercial and other compatible uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

3. [§406] Open Space

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for Open Space shall be used for active and passive open space uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

4. [§407] Public Services, Civic and Institutional

The proposed areas shown on the Redevelopment Land Use Map (Attachment No. 5) for Public Services, Civic and Institutional uses shall be used for public uses consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

5. [§408] Other Uses

Other uses shall be permitted consistent with this Redevelopment Plan and the Design for Development, as it may be amended from time to time.

6. [§409] Tidelands Trust Overlay

Areas within any designated land use district that are subject to the Tidelands Trust will be reviewed by TIDA for consistency with the Tidelands Trust, in accordance with this Redevelopment Plan and the Design for Development as it may be amended from time to time.

D. [§410] Related Land Uses

1. [§411] Public Right-of-Ways

The proposed major connections to the San Francisco-Oakland Bay Bridge ("Bay Bridge") to and from the Project Area are generally shown on the Redevelopment Land Use Map (Attachment No. 5). Responsibility for access improvements to the Bay Bridge is split between (i) the State, for certain access ramps being constructed as part of the proposed replacement/retrofit of the eastern span of the Bay Bridge, and (ii) the State in connection with the San Francisco County Transportation Authority, as part of a program for repair and replacement of additional Yerba Buena Island ramps providing access to the Project Area. Interior and exterior roadway improvements leading to and from the Bay Bridge will be phased to coordinate with the replacement/retrofit of the eastern span of the Bay Bridge.

The proposed street layout for the Development Plan Area is illustrated on the Redevelopment Land Use Map (Attachment No. 5). New streets shall be aligned and designed in conformance with provisions of this Redevelopment Plan and the Design for Development. Additional public streets, shared public ways, alleys, right-of-ways and easements, including temporary access easements and streets for construction activities, may be created in the Development Plan Area as needed for development and circulation. Existing areas used as streets, alleys, and easements by TIDA or the United States Government may be vacated, abandoned, closed, or modified as necessary for proper development of the Redevelopment Project taking into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by TIDA for the Redevelopment Project and any participation agreements executed thereunder.

The public right-of-ways may be used for vehicular, bicycle, and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public right-of-ways.

2. [§412] Temporary and Interim Uses

Pending the ultimate development of land by developers and participants, TIDA is authorized to use or permit the use of any land in the Development Plan Area for temporary and interim uses that do not conform to the provisions of this Redevelopment Plan pursuant to the process governing nonconforming uses set forth in the Design for Development.

3. [§413] Nonconforming Uses

TIDA may permit an existing use to remain in an existing building in good condition, which use does not conform to the provisions of this Redevelopment Plan pursuant to the process governing nonconforming uses set forth in the Design for Development. TIDA may authorize additions, alterations, repairs, or other improvements in the Development Plan Area for uses which do not conform to the provisions of this Redevelopment Plan where such improvements are within a portion of the Redevelopment Project where, in the determination of TIDA, such improvements comply with applicable codes and would be compatible with surrounding Redevelopment Project uses and development.

E. [§414] General Controls and Limitations

All real property within the Development Plan Area is made subject to the controls and requirements of this Redevelopment Plan. No real property or real property interest may be developed, rehabilitated, subdivided, or otherwise changed after the date of the adoption of this Redevelopment Plan except in conformance with the provisions of this Redevelopment Plan and the applicable development controls and design guidelines of the Design for Development, as amended from time to time.

1. [§415] Rehabilitation and Retention of Properties

Any existing structure within the Development Plan Area approved by TIDA for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in

such a manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding uses.

2. [§416] Limitation on the Number of Buildings

The number of buildings in the Development Plan Area shall not exceed the number of buildings that could be constructed under the Reuse Plan (as updated by the Development Plan and Development Plan Update), the Conversion Act and the Design for Development as amended from time to time, and any subsequent specific development plans and regulations that may be adopted or amended from time to time by TIDA implementing this Redevelopment Plan.

3. [§417] Number of Dwelling Units

The number of dwelling units presently in the Development Plan Area is approximately 1,005, not all of which are occupied. The total number of dwelling units permitted in the Development Plan Area shall not exceed approximately 8,000.

4. [§418] Limitation on Type, Size, and Height of Buildings

Except as set forth in other sections of this Redevelopment Plan, the type, size, and height of buildings shall be as determined by TIDA pursuant to the Design for Development as amended from time to time, and as limited by applicable federal, state and local statutes, ordinances and regulations.

5. [§419] Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Development Plan Area is the total of all areas that will be in the public right-of-ways and the area designated Open Space as illustrated in the Redevelopment Land Use Map (Attachment No. 5) not permitted to be covered by buildings pursuant to the Design for Development.

Sufficient space shall be maintained between buildings in all areas to provide adequate light, air, and privacy as determined by TIDA pursuant to the Design for Development as amended from time to time, and as limited by applicable federal, state and local statutes, ordinances and regulations.

6. [§420] Reserved

7. [§421] Utilities

Temporary utilities may be placed above ground in order to provide for continuous service and operation of existing utilities necessary for the proper development of both private and public areas within the Development Plan Area.

8. [§422] Parking

Parking spaces shall be as permitted and/or required as prescribed in the Design for Development.

9. [§423] Nondiscrimination and Nonsegregation

All property in the Development Plan Area is hereby subject to the restriction that there shall be no discrimination or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Sections 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Development Plan Area. All property sold, leased, conveyed, or subject to a participation agreement, disposition and development agreement, or other similar 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 Development Plan Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

10. [§424] Subdivision of Parcels or Lots

No parcel or lot in the Development Plan Area, including any parcel retained by a participant, if any, shall be subdivided without the approval of TIDA.

F. [§425] Building Permits

No building permit shall be issued without the prior approval of TIDA.

TIDA is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Redevelopment Plan.

V. [§500] METHODS OF FINANCING THE REDEVELOPMENT PROJECT

A. [§501] General Description of the Proposed Financing Method

TIDA is authorized to finance this Redevelopment Project with financial assistance from the City and County, the State of California, the federal government, interest income, TIDA bonds, donations, loans from private financial institutions, the lease or sale of TIDA-owned property, or any other available source, public or private. TIDA is further authorized to finance this Redevelopment Project utilizing tax increment funds provided for under Section 502 of this Redevelopment Plan.

TIDA 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 TIDA. Advances and loans for survey and planning and for the operating capital for nominal administration of this Redevelopment Project may be provided by the City and County until

adequate tax increment or other funds are available, or sufficiently assured, to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City and County. The City and County, as it is able, may also supply additional assistance through City and County loans and grants for various public facilities.

The City and County or any other public agency may expend money or incur indebtedness to assist TIDA in carrying out this Redevelopment Project. As available, gas tax funds from the state and county may be used for street improvements and public transit facilities.

B. [\$502] Tax Increment Funds

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the City and County, any district, or any other public corporation (hereinafter sometimes called "taxing agencies"), after the effective date of the ordinance approving this Redevelopment Plan, shall be divided as follows:

1. That portion of the taxes which 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 Redevelopment Project as shown upon the assessment roll used in connection with the taxation of that property by the taxing agency, last equalized prior to the effective date of the ordinance, shall be allocated to and when collected shall be paid to 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 did not include the territory of the Redevelopment Project on the effective date of the ordinance but to which that territory has been annexed or otherwise included after that effective date, the assessment roll of the County of San Francisco, last equalized on the effective date of the ordinance, shall be used in determining the assessed valuation of the taxable property in the Redevelopment Project on the effective date).
2. Except as provided in subdivision 3, below, or in Section 33492.15 of the CRL, 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 TIDA to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by TIDA to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed valuation of the taxable property in the Redevelopment Project exceeds the total assessed value of the taxable property in the Redevelopment Project as shown by the last equalized assessment roll referred to in subdivision 1 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.

3. That portion of the taxes in excess of the amount identified in subdivision 1, above, which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing agency. This subdivision 3 shall only apply to taxes levied to repay bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989.

The portion of taxes mentioned in subdivision 2, above, are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by TIDA to finance or refinance the Redevelopment Project, in whole or in part. TIDA is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Redevelopment Project.

The portion of taxes divided and allocated to TIDA pursuant to subdivision 2 of this Section 502 net of the portion of such taxes required under Section 33607.5 and 33492.15 of the CRL or other enactments of the California Legislature to be retained or paid to or for the benefit of other taxing entities and net of any payments required to be made by TIDA to the Educational Revenue Augmentation Fund (the "ERAF"), the County Supplemental Educational Revenue Augmentation Fund (the "SERAF"), or any other similar fund pursuant to State legislation shall not exceed a cumulative total of Eight Billion Dollars (\$8,000,000,000).

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

The bonds and other obligations of TIDA are not a debt of the City and County 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 TIDA, and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

In compliance with Section 33334.1 of the CRL, the amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes described in subdivision 2 above which can be outstanding at any one time shall not exceed One Billion Five Hundred Million Dollars (\$1,500,000,000). For purposes of this limitation, "bonds" shall have the meaning set forth in Article 5 (commencing with Section 33640) of Chapter 6 of the CRL.

TIDA shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Redevelopment Project beyond twenty (20) years from the date the County

Auditor certifies pursuant to Section 33492.9 of the CRL (the date of the final day of the first fiscal year in which \$100,000 or more of tax increment funds from the Project Area are paid to TIDA pursuant to subdivision (d) of Section 33675 of the CRL). Loans, advances, or indebtedness may be repaid over a period of time beyond said time limit. This time limit shall not prevent TIDA from incurring debt to be paid from the Low and Moderate Income Housing Fund or establishing more debt in order to fulfill TIDA's housing obligations under Section 33413 of the CRL. Further, this time limit shall not prevent TIDA 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 for repaying indebtedness set forth immediately below in this Section 502.

TIDA shall not receive property taxes, and shall not repay loans, advances, or other indebtedness to be paid with the proceeds of property taxes from the Project Area pursuant to Section 33670 of the CRL and this Section 502 beyond forty-five (45) years from the date the County Auditor certifies pursuant to Section 33492.9 of the CRL.

C. [\$503] Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of California, the City and County or any other public or private source may be utilized if available.

VI. [\$600] ACTIONS BY THE CITY AND COUNTY

The City and County shall aid and cooperate with TIDA 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 to prevent the recurrence or spread of conditions causing blight in the Development Plan Area. Actions by the City and County may include, but not be limited to, the following when and to the extent requested by TIDA:

- A. Institution and completion of proceedings necessary, as determined by TIDA, for constructing, opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public right-of-ways and for other necessary modifications of the streets, the street layout, and other public right-of-ways in the Development Plan Area. Such action by the City and County may include the requirement of abandonment, removal, and relocation by the public utility companies of their facilities in public right-of-ways as appropriate to carry out this Redevelopment Plan. Notwithstanding the foregoing, nothing in this Redevelopment Plan shall be construed to relieve a party that is required by law, regulation, contract or otherwise to bear such costs of abandonment, removal and/or relocation from such obligation.
- B. Provision of advances, loans, or grants to TIDA or the expenditure of funds for projects implementing this Redevelopment Plan as deemed appropriate by the City and County and to the extent funds are available therefor.

- C. Institution and completion of proceedings necessary, as determined by TIDA, for changes and improvements in private and publicly owned public utilities within or affecting the Development Plan Area.
- D. Revision of zoning (if necessary, as determined by TIDA) within the Development Plan Area to permit the land uses and development authorized by this Redevelopment Plan.
- E. Imposition wherever necessary, as determined by TIDA, of appropriate controls within the limits of this Redevelopment Plan upon parcels in the Development Plan Area to ensure their proper development and use.
- G. Performance of the above actions and of all other functions and services, as determined by TIDA as necessary, relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule that will permit the redevelopment of the Development Plan Area to be commenced and carried to completion without unnecessary delays.
- H. The undertaking and completing of any other proceedings necessary, as determined by TIDA, to carry out the Redevelopment Project.
- I. Entering into such agreements or other documents to assist TIDA in implementing the Redevelopment Plan, including Interagency Cooperation Agreements, Infrastructure Plans, statutory Development Agreements and other documents as deemed necessary.

The foregoing actions to be taken by the City and County, when requested by TIDA, do not involve or constitute any commitment for financial outlays by the City and County unless specifically agreed to and authorized by the City and County.

VII. [§700] ENFORCEMENT

The administration and enforcement of this Redevelopment Plan, including the preparation and execution of any documents implementing this Redevelopment Plan, shall be performed by TIDA.

The provisions of this Redevelopment Plan or other documents entered into pursuant to this Redevelopment Plan also may be enforced by court litigation instituted by TIDA. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Redevelopment Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Development Plan Area may be enforced by such owners.

VIII. [§800] DURATION AND EFFECTIVENESS OF THIS REDEVELOPMENT PLAN

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Redevelopment Plan shall be effective, and the provisions of other documents formulated pursuant to this Redevelopment Plan may be made effective, for thirty (30) years from the date the County Auditor certifies pursuant to Section 33492.9 of the CRL (the date of the final day of the first fiscal year in which \$100,000 or more of tax increment funds from the Project Area are paid to TIDA pursuant to subdivision (d) of Section 33675 of the CRL); provided, however, that subject to the limitations set forth in Section 502 of this Redevelopment Plan, TIDA may issue bonds and incur obligations pursuant to this Redevelopment Plan which extend beyond the termination date, and in such event, this Redevelopment Plan shall continue in effect to the extent necessary to permit the full repayment of such bonds or other obligations. After the termination of this Redevelopment Plan, TIDA shall have no authority to act pursuant to this Redevelopment Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts unless TIDA has not completed its housing obligations pursuant to Section 33413 of the CRL, in which case TIDA shall retain its authority to implement requirements under Section 33413 of the CRL, including its ability to incur and pay indebtedness for this purpose, and shall use this authority to complete such housing obligations as soon as is reasonably possible.

IX. [§900] PROCEDURE FOR AMENDMENT

This Redevelopment Plan may be amended by means of the procedure established in Section 33354.6 and/or 33450-33458 of the CRL or by any other procedure hereafter established by law.

X. [§1000] 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 shall not affect the validity of the remaining portion or portions of this Redevelopment Plan.

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROJECT AREA BOUNDARIES



ENGINEERS
SURVEYORS
PLANNERS

December 16, 2009

**LEGAL DESCRIPTION
FOR REDEVELOPMENT AREA**

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of the lands shown as "TREASURE ISLAND NAVAL STATION PER CIVIL CASE 22164-G FILED APRIL 3, 1944" on that certain Record of Survey filed for record July 15, 2003 in Book AA of Maps at pages 85 through 95, inclusive, and all of the lands shown as "TRANSFERRED TO THE U.S. DEPT. OF LABOR MARCH 3, 1998", as shown on said Record of Survey, and all of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

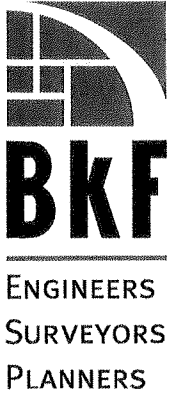
BEGINNING at Station "GOAT" as shown on said Record of Survey; thence along the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey, North 26°51'13" West 7999.44 feet to the **TRUE POINT OF BEGINNING**;

thence along the northwesterly line of said Treasure Island Naval Station, North 63°08'47" East 4499.68 feet;

thence along the northeasterly line of said Treasure Island Naval Station, South 26°51'13" East 7619.52 feet to a point 899.94 feet northerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eleven (11) courses:

- 1) South 73°55'17" East 326.55 feet;
- 2) South 58°23'25" East 355.15 feet;
- 3) South 39°25'22" East 354.20 feet;
- 4) South 22°34'19" East 401.01 feet;
- 5) South 03°59'45" West 242.83 feet;
- 6) South 01°04'17" East 75.77 feet;
- 7) South 06°35'45" West 361.72 feet;



- 8) South 39°14'49" West 240.16 feet;
- 9) South 25°37'46" West 387.12 feet;
- 10) South 61°38'51" West 5.31 feet;
- 11) South 24°04'50" West 30.21 feet;

thence leaving last said line, North 65°55'10" West 1359.59 feet to the intersection with the general northeasterly line of Parcel 57935-1, as said parcel is described in that certain Quitclaim Deed, recorded on October 26, 2000 as Document Number 2000-G855531-00, San Francisco County Records, on the course described in said document as "North 35°38'09" West 272.50 feet;"

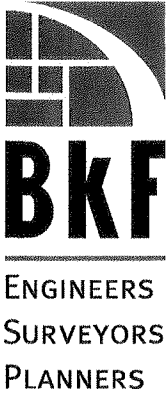
thence along said general northeasterly line of last said Parcel 57935-1 the following eight (8) courses:

- 1) North 35°38'09" West 79.58 feet;
- 2) South 54°21'17" West 208.53 feet;
- 3) South 37°04'28" West 290.15 feet;
- 4) South 18°33'18" West 102.16 feet;
- 5) South 13°55'49" West 67.09 feet;
- 6) South 22°18'03" West 88.67 feet;
- 7) South 42°09'33" West 229.65 feet;
- 8) along last said northeasterly line and its southeasterly projection, South 29°09'38" East 160.32 feet;

thence South 45°23'45" West 10.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South 76°28'42" West;

thence along said curve having a radius of 90.99 feet, through a central angle of 83°09'49", and an arc length of 132.07 feet to a point of reverse curvature;

thence along said curve having a radius of 10.00 feet, through a central angle of 57°10'03", and an arc length of 9.98 feet to a point of compound of curvature;



thence along said curve having a radius of 213.77 feet, through a central angle of $10^{\circ}16'00''$, and an arc length of 38.30 feet;

thence South $2^{\circ}21'28''$ West, 98.84 feet to the beginning of a tangent curve to the left and a point hereinafter referred to as **POINT "A"**;

thence along said curve having a radius of 265.00 feet, through a central angle of $11^{\circ}22'51''$ and an arc length of 52.64 feet;

thence South $9^{\circ}10'23''$ East, 15.39 feet;

thence North $89^{\circ}20'17''$ West, 14.87 feet;

thence South $00^{\circ}52'35''$ East, 112.76 feet;

thence South $2^{\circ}12'50''$ West, 24.72 feet;

thence South $3^{\circ}49'35''$ West, 21.00 feet;

thence South $8^{\circ}24'24''$ West, 101.83 feet to the beginning of a tangent curve to the right and a point hereinafter referred to as **POINT "B"**;

thence along said curve having a radius of 276.66 feet, through a central angle of $61^{\circ}05'20''$, and an arc length of 294.98 feet;

thence South $83^{\circ}22'55''$ West, 81.45 feet;

thence North $78^{\circ}57'27''$ West, 444.07 feet;

thence South $41^{\circ}31'43''$ West, 565.39 feet;

thence South $21^{\circ}39'43''$ West, 919.34 feet to a point 899.94 feet southerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eighteen (18) courses:

- 1) North $64^{\circ}19'07''$ West 1030.34;
- 2) North $67^{\circ}51'05''$ West 419.65 feet;
- 3) North $17^{\circ}25'07''$ West 107.80 feet;
- 4) North $61^{\circ}36'55''$ West 68.75 feet;
- 5) North $45^{\circ}33'55''$ West 432.38 feet;



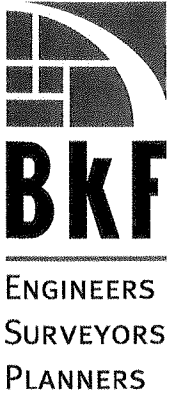
- 6) North 24°02'59" West 157.87 feet;
- 7) North 42°15'03" West 18.49 feet;
- 8) North 31°19'05" West 54.47 feet;
- 9) North 44°55'02" West 436.06 feet;
- 10) North 6°29'08" West 319.55 feet;
- 11) North 17°21'13" West 111.31 feet;
- 12) North 2°26'10" West 414.66 feet;
- 13) North 27°34'47" East 644.94 feet;
- 14) North 11°37'07" West 79.32 feet;
- 15) North 36°22'46" East 148.22 feet;
- 16) North 5°46'49" East 10.89 feet;
- 17) North 12°27'09" East 208.62 feet;
- 18) North 25°47'47" East 5.07 feet to a point on the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey;

thence along said southwesterly line, North 26°51'13" West 6544.74 feet to the **TRUE POINT OF BEGINNING**, containing 46,067,312 square feet or 1,057.56 acres, more or less.

EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

BEGINNING at the hereinabove described **POINT "A"**;



thence North $88^{\circ}03'13''$ West, 28.35 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**;

thence South $1^{\circ}56'47''$ West, 184.31 feet to a point of cusp, and the beginning of a non-tangent curve to the left, from which a point a radial line bears North $89^{\circ}51'11''$ West;

thence northerly along said curve having a radius of 265.10 feet, through a central angle of $10^{\circ}57'56''$, and an arc length of 50.74 feet;

thence North $10^{\circ}49'07''$ West, 88.08 feet;

thence North $60^{\circ}19'59''$ East, 10.32 feet to the beginning of a non-tangent curve to the left from which point a radial line, from the curve to the radius point, bears South $60^{\circ}19'59''$ West;

thence northwesterly along said curve having a radius of 295.00 feet, through a central angle of $30^{\circ}31'28''$, and an arc length of 157.16 feet;

thence North $60^{\circ}11'29''$ West, 50.87 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 48.00 feet, through a central angle of $77^{\circ}11'00''$, and an arc length of 64.66 feet to a point of compound curvature;

thence along said curve having a radius of 138.32 feet, through a central angle of $21^{\circ}22'42''$, and an arc length of 51.61 feet;

thence North $38^{\circ}22'13''$ East, 129.93 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 20.00 feet, through a central angle of $83^{\circ}34'39''$, and an arc length of 29.17 feet to a point of compound curvature;

thence along said curve having a radius of 138.55 feet, through a central angle of $36^{\circ}51'39''$, and an arc length of 89.14 feet;

thence South $4^{\circ}47'46''$ West, 26.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South $70^{\circ}28'54''$ West;

thence southerly along said curve having a radius of 245.00 feet, through a central angle of $21^{\circ}27'53''$, and an arc length of 91.78 feet;

thence South $1^{\circ}56'47''$ West, 117.09 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**, containing an area of 43,110 square feet, more or less.



ALSO EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

BEGINNING at the herein above described **POINT "B"**;

thence North $80^{\circ}39'40''$ West, 44.49 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO**;

thence South $9^{\circ}20'20''$ West, 48.64 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 185.35 feet, through a central angle of $91^{\circ}49'36''$ and an arc length of 297.06 feet;

thence North $78^{\circ}50'04''$ West, 351.42 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 285.61 feet, through a central angle of $26^{\circ}23'13''$ and an arc length of 131.53 feet;

thence North $52^{\circ}26'51''$ West, 76.59 feet;

thence North $41^{\circ}31'00''$ East, 266.16 feet;

thence North $76^{\circ}16'12''$ West, 13.61 feet;

thence North $26^{\circ}41'18''$ East, 37.94 feet;

thence South $76^{\circ}50'42''$ East, 28.28 feet;

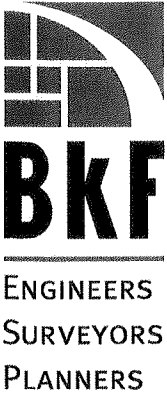
thence North $09^{\circ}59'58''$ East, 42.80 feet;

thence South $77^{\circ}39'22''$ East, 22.03 feet;

thence North $41^{\circ}31'00''$ East, 163.48 feet;

thence South $48^{\circ}29'00''$ East, 32.00 feet;

thence North $41^{\circ}31'00''$ East, 28.30 feet to a the beginning of a tangent curve to the right;



thence along said curve having a radius of 148.81 feet, through a central angle of 47°50'31" and an arc length of 124.26 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South 2°49'04" West;

thence along said curve having a radius of 227.02 feet, through a central angle of 26°23'36" and an arc length of 104.58 feet;

thence South 60°47'20" East, 51.83 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 230.74 feet, through a central angle of 30°32'59" and an arc length of 123.03 feet to a point of compound curvature;

thence along said curve having a radius of 284.53 feet, through a central angle of 39°34'41" and an arc length of 196.54 feet;

thence South 9°20'20" West, 81.25 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO**, containing an area of 318,644 square feet or 7.32 acres, more or less.

Total area = 46,067,312 – (43,110 + 318,644) = 45,705,558 square feet or 1049.26 acres, more or less.

Basis of Bearings: Bearings are based on the North American Datum of 1983, Epoch 1991.35. All distances in this description are grid distances. Multiply expressed distances by 1.00007026 to obtain ground distances. Areas shown are calculated using grid distances.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

 12-16-09

Michael A. Shoup, PLS 7616
License Expires 12/31/2010



END OF DESCRIPTION

J:\Sur06\060077\Legal & Plat\12-10-09\Treas Island Legal.doc

--
Parcel name: TI OVERALL

	North: 2130254.4618	East : 6017210.8936
Line	Course: N 63-08-47 E	Length: 4499.68
	North: 2132287.0236	East : 6021225.3440
Line	Course: S 26-51-13 E	Length: 7619.52
	North: 2125489.1656	East : 6024667.1767
Line	Course: S 73-55-17 E	Length: 326.55
	North: 2125398.7256	East : 6024980.9529
Line	Course: S 58-23-25 E	Length: 355.15
	North: 2125212.5807	East : 6025283.4121
Line	Course: S 39-25-22 E	Length: 354.20
	North: 2124938.9679	East : 6025508.3425
Line	Course: S 22-34-19 E	Length: 401.01
	North: 2124568.6759	East : 6025662.2674
Line	Course: S 03-59-45 W	Length: 242.83
	North: 2124326.4362	East : 6025645.3461
Line	Course: S 01-04-17 E	Length: 75.77
	North: 2124250.6795	East : 6025646.7628
Line	Course: S 06-35-45 W	Length: 361.72
	North: 2123891.3537	East : 6025605.2139
Line	Course: S 39-14-49 W	Length: 240.16
	North: 2123705.3674	East : 6025453.2733
Line	Course: S 25-37-46 W	Length: 387.12
	North: 2123356.3360	East : 6025285.8249
Line	Course: S 61-38-51 W	Length: 5.31
	North: 2123353.8143	East : 6025281.1519
Line	Course: S 24-04-50 W	Length: 30.21
	North: 2123326.2334	East : 6025268.8256
Line	Course: N 65-55-10 W	Length: 1359.59
	North: 2123880.9742	East : 6024027.5570
Line	Course: N 35-38-09 W	Length: 79.58
	North: 2123945.6518	East : 6023981.1912
Line	Course: S 54-21-17 W	Length: 208.53
	North: 2123824.1277	East : 6023811.7313
Line	Course: S 37-04-28 W	Length: 290.15
	North: 2123592.6307	East : 6023636.8137
Line	Course: S 18-33-18 W	Length: 102.16
	North: 2123495.7811	East : 6023604.3049
Line	Course: S 13-55-49 W	Length: 67.09
	North: 2123430.6643	East : 6023588.1536
Line	Course: S 22-18-03 W	Length: 88.67
	North: 2123348.6264	East : 6023554.5060
Line	Course: S 42-09-33 W	Length: 229.65
	North: 2123178.3908	East : 6023400.3667
Line	Course: S 29-09-38 E	Length: 160.32
	North: 2123038.3901	East : 6023478.4840
Line	Course: S 45-23-45 W	Length: 10.05

	North: 2123031.3329	East : 6023471.3286
Curve	Length: 132.07	Radius: 90.99
	Delta: 83-09-49	Tangent: 80.73
	Chord: 120.78	Course: S 28-03-37 W
	Course In: S 76-28-42 W	Course Out: S 20-21-29 E
	RP North: 2123010.0583	East : 6023382.8607
	End North: 2122924.7518	East : 6023414.5148
Curve	Length: 9.98	Radius: 10.00
	Delta: 57-10-03	Tangent: 5.45
	Chord: 9.57	Course: S 41-03-30 W
	Course In: S 20-21-29 E	Course Out: N 77-31-32 W
	RP North: 2122915.3764	East : 6023417.9937
	End North: 2122917.5365	East : 6023408.2298
Curve	Length: 38.30	Radius: 213.77
	Delta: 10-16-00	Tangent: 19.20
	Chord: 38.25	Course: S 07-20-28 W
	Course In: S 77-31-32 E	Course Out: N 87-47-32 W
	RP North: 2122871.3613	East : 6023616.9532
	End North: 2122879.5964	East : 6023403.3419
Line	Course: S 02-12-28 W	Length: 98.84
	North: 2122780.8298	East : 6023399.5342
Curve	Length: 52.64	Radius: 265.00
	Delta: 11-22-51	Tangent: 26.41
	Chord: 52.55	Course: S 03-28-58 E
	Course In: S 87-47-32 E	Course Out: S 80-49-37 W
	RP North: 2122770.6211	East : 6023664.3375
	End North: 2122728.3756	East : 6023402.7265
Line	Course: S 09-10-23 E	Length: 15.39
	North: 2122713.1824	East : 6023405.1799
Line	Course: N 89-20-17 W	Length: 14.87
	North: 2122713.3542	East : 6023390.3109
Line	Course: S 00-52-35 E	Length: 112.76
	North: 2122600.6074	East : 6023392.0356
Line	Course: S 02-12-50 W	Length: 24.72
	North: 2122575.9058	East : 6023391.0807
Line	Course: S 03-49-35 W	Length: 21.00
	North: 2122554.9526	East : 6023389.6793
Line	Course: S 08-24-24 W	Length: 101.83
	North: 2122454.2168	East : 6023374.7919
Curve	Length: 294.98	Radius: 276.66
	Delta: 61-05-20	Tangent: 163.25
	Chord: 281.20	Course: S 38-57-04 W
	Course In: N 81-35-36 W	Course Out: S 20-30-16 E
	RP North: 2122494.6639	East : 6023101.1045
	End North: 2122235.5317	East : 6023198.0130
Line	Course: S 83-22-55 W	Length: 81.45
	North: 2122226.1446	East : 6023117.1058
Line	Course: N 78-57-27 W	Length: 444.07
	North: 2122311.2005	East : 6022681.2575
Line	Course: S 41-31-43 W	Length: 565.39
	North: 2121887.9355	East : 6022306.4074
Line	Course: S 21-39-43 W	Length: 919.34
	North: 2121033.5212	East : 6021967.0518
Line	Course: N 64-19-07 W	Length: 1030.34

	North: 2121480.0359	East : 6021038.4910
Line	Course: N 67-51-05 W Length: 419.65	
	North: 2121638.2483	East : 6020649.8074
Line	Course: N 17-25-07 W Length: 107.80	
	North: 2121741.1049	East : 6020617.5374
Line	Course: N 61-36-55 W Length: 68.75	
	North: 2121773.7879	East : 6020557.0528
Line	Course: N 45-33-55 W Length: 432.38	
	North: 2122076.4955	East : 6020248.3125
Line	Course: N 24-02-59 W Length: 157.87	
	North: 2122220.6612	East : 6020183.9759
Line	Course: N 42-15-03 W Length: 18.49	
	North: 2122234.3476	East : 6020171.5436
Line	Course: N 31-19-05 W Length: 54.47	
	North: 2122280.8811	East : 6020143.2307
Line	Course: N 44-55-02 W Length: 436.06	
	North: 2122589.6672	East : 6019835.3355
Line	Course: N 06-29-08 W Length: 319.55	
	North: 2122907.1722	East : 6019799.2415
Line	Course: N 17-21-13 W Length: 111.31	
	North: 2123013.4156	East : 6019766.0413
Line	Course: N 02-26-10 W Length: 414.66	
	North: 2123427.7008	East : 6019748.4160
Line	Course: N 27-34-47 E Length: 644.94	
	North: 2123999.3547	East : 6020047.0119
Line	Course: N 11-37-07 W Length: 79.32	
	North: 2124077.0494	East : 6020031.0371
Line	Course: N 36-22-46 E Length: 148.22	
	North: 2124196.3823	East : 6020118.9509
Line	Course: N 05-46-49 E Length: 10.89	
	North: 2124207.2170	East : 6020120.0476
Line	Course: N 12-27-09 E Length: 208.62	
	North: 2124410.9292	East : 6020165.0324
Line	Course: N 25-47-47 E Length: 5.07	
	North: 2124415.4939	East : 6020167.2387
Line	Course: N 26-51-13 W Length: 6544.74	
	North: 2130254.4724	East : 6017210.8977

Perimeter: 31635.80 Area: 46,067,312 sq. ft. 1,057.56 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0114 Course: N 21-11-15 E

Error North: 0.01062 East : 0.00412

Precision 1: 2,775,068.42

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Parcel name: TI EXCEPTION ONE

North: 2122781.7905 East : 6023371.2081
Line Course: S 01-56-47 W Length: 184.31
North: 2122597.5869 East : 6023364.9482
Curve Length: 50.74 Radius: 265.10
Delta: 10-57-56 Tangent: 25.45
Chord: 50.66 Course: N 05-20-09 W
Course In: N 89-51-11 W Course Out: N 79-10-53 E
RP North: 2122598.2668 East : 6023099.8490
End North: 2122648.0261 East : 6023360.2372
Line Course: N 10-49-07 W Length: 88.08
North: 2122734.5406 East : 6023343.7046
Line Course: N 60-19-59 E Length: 10.32
North: 2122739.6486 East : 6023352.6718
Curve Length: 157.16 Radius: 295.00
Delta: 30-31-28 Tangent: 80.49
Chord: 155.31 Course: N 44-55-45 W
Course In: S 60-19-59 W Course Out: N 29-48-31 E
RP North: 2122593.6361 East : 6023096.3412
End North: 2122849.6049 East : 6023242.9870
Line Course: N 60-11-29 W Length: 50.87
North: 2122874.8926 East : 6023198.8476
Curve Length: 64.66 Radius: 48.00
Delta: 77-11-00 Tangent: 38.31
Chord: 59.88 Course: N 21-35-59 W
Course In: N 29-48-31 E Course Out: N 73-00-29 W
RP North: 2122916.5418 East : 6023222.7086
End North: 2122930.5692 East : 6023176.8040
Curve Length: 51.61 Radius: 138.32
Delta: 21-22-42 Tangent: 26.11
Chord: 51.31 Course: N 27-40-52 E
Course In: S 73-00-29 E Course Out: N 51-37-47 W
RP North: 2122890.1469 East : 6023309.0858
End North: 2122976.0078 East : 6023200.6407
Line Course: N 38-22-13 E Length: 129.93
North: 2123077.8750 East : 6023281.2936
Curve Length: 29.17 Radius: 20.00
Delta: 83-34-39 Tangent: 17.87
Chord: 26.66 Course: N 80-09-33 E
Course In: S 51-37-47 E Course Out: N 31-56-52 E
RP North: 2123065.4601 East : 6023296.9739
End North: 2123082.4308 East : 6023307.5569
Curve Length: 89.14 Radius: 138.55
Delta: 36-51-39 Tangent: 46.17
Chord: 87.61 Course: S 39-37-18 E
Course In: S 31-56-52 W Course Out: N 68-48-31 E
RP North: 2122964.8668 East : 6023234.2437
End North: 2123014.9505 East : 6023363.4247

Line Course: S 04-47-46 W Length: 26.05
 North: 2122988.9917 East : 6023361.2466
 Curve Length: 91.78 Radius: 245.00
 Delta: 21-27-53 Tangent: 46.44
 Chord: 91.25 Course: S 08-47-10 E
 Course In: S 70-28-54 W Course Out: S 88-03-13 E
 RP North: 2122907.1351 East : 6023130.3256
 End North: 2122898.8139 East : 6023375.1843
 Line Course: S 01-56-47 W Length: 117.09
 North: 2122781.7914 East : 6023371.2074

Perimeter: 1140.91 Area: 43,110 sq. ft. 0.99 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0012 Course: N 40-11-10 W
 Error North: 0.00088 East : -0.00075
 Precision 1: 950,758.33

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Parcel name: TI EXCEPTION TWO

 North: 2122461.4338 East : 6023330.8930
 Line Course: S 09-20-20 W Length: 48.64
 North: 2122413.4385 East : 6023323.0000
 Curve Length: 297.06 Radius: 185.35
 Delta: 91-49-36 Tangent: 191.36
 Chord: 266.27 Course: S 55-15-08 W
 Course In: N 80-39-40 W Course Out: S 11-09-56 W
 RP North: 2122443.5159 East : 6023140.1066
 End North: 2122261.6743 East : 6023104.2146
 Line Course: N 78-50-04 W Length: 351.42
 North: 2122329.7248 East : 6022759.4464
 Curve Length: 131.53 Radius: 285.61
 Delta: 26-23-13 Tangent: 66.95
 Chord: 130.38 Course: N 65-38-27 W
 Course In: N 11-09-56 E Course Out: S 37-33-09 W
 RP North: 2122609.9287 East : 6022814.7532
 End North: 2122383.4985 East : 6022640.6773
 Line Course: N 52-26-51 W Length: 76.59
 North: 2122430.1792 East : 6022579.9571
 Line Course: N 41-31-00 E Length: 266.16
 North: 2122629.4699 East : 6022756.3780
 Line Course: N 76-16-12 W Length: 13.61
 North: 2122632.7002 East : 6022743.1570
 Line Course: N 26-41-18 E Length: 37.94
 North: 2122666.5982 East : 6022760.1972
 Line Course: S 76-50-42 E Length: 28.28

North: 2122660.1621 East : 6022787.7351
 Line Course: N 09-59-58 E Length: 42.80
 North: 2122702.3119 East : 6022795.1668
 Line Course: S 77-39-22 E Length: 22.03
 North: 2122697.6024 East : 6022816.6875
 Line Course: N 41-31-00 E Length: 163.48
 North: 2122820.0101 East : 6022925.0483
 Line Course: S 48-29-00 E Length: 32.00
 North: 2122798.7993 East : 6022949.0087
 Line Course: N 41-31-00 E Length: 28.30
 North: 2122819.9893 East : 6022967.7670
 Curve Length: 124.26 Radius: 148.81
 Delta: 47-50-31 Tangent: 66.01
 Chord: 120.68 Course: N 65-26-15 E
 Course In: S 48-29-00 E Course Out: N 00-38-29 W
 RP North: 2122721.3524 East : 6023079.1904
 End North: 2122870.1531 East : 6023077.5246
 Curve Length: 104.58 Radius: 227.02
 Delta: 26-23-36 Tangent: 53.23
 Chord: 103.65 Course: S 73-59-08 E
 Course In: S 02-49-04 W Course Out: N 29-12-40 E
 RP North: 2122643.4076 East : 6023066.3644
 End North: 2122841.5569 East : 6023177.1567
 Line Course: S 60-47-20 E Length: 51.83
 North: 2122816.2623 East : 6023222.3954
 Curve Length: 123.03 Radius: 230.74
 Delta: 30-32-59 Tangent: 63.01
 Chord: 121.58 Course: S 45-30-51 E
 Course In: S 29-12-40 W Course Out: N 59-45-39 E
 RP North: 2122614.8661 East : 6023109.7876
 End North: 2122731.0692 East : 6023309.1309
 Curve Length: 196.54 Radius: 284.53
 Delta: 39-34-41 Tangent: 102.38
 Chord: 192.66 Course: S 10-27-01 E
 Course In: S 59-45-39 W Course Out: S 80-39-40 E
 RP North: 2122587.7769 East : 6023063.3167
 End North: 2122541.6052 East : 6023344.0755
 Line Course: S 09-20-20 W Length: 81.25
 North: 2122461.4321 East : 6023330.8908

Perimeter: 2221.34 Area: 318,644 sq. ft. 7.32 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0028 Course: S 51-43-00 W

Error North: -0.00171 East : -0.00217

Precision 1: 793,332.14

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Parcel name: TI CHECK

North: 2122780.8276 East : 6023399.5420
Line Course: N 88-03-13 W Length: 28.35
North: 2122781.7905 East : 6023371.2084
Line Course: S 01-56-47 W Length: 184.31
North: 2122597.5869 East : 6023364.9484
Curve Length: 50.74 Radius: 265.10
Delta: 10-57-56 Tangent: 25.45
Chord: 50.66 Course: N 05-20-09 W
Course In: N 89-51-11 W Course Out: N 79-10-53 E
RP North: 2122598.2668 East : 6023099.8493
End North: 2122648.0261 East : 6023360.2375
Line Course: N 10-49-07 W Length: 88.08
North: 2122734.5406 East : 6023343.7048
Line Course: N 60-19-59 E Length: 10.32
North: 2122739.6486 East : 6023352.6721
Curve Length: 157.16 Radius: 295.00
Delta: 30-31-28 Tangent: 80.49
Chord: 155.31 Course: N 44-55-45 W
Course In: S 60-19-59 W Course Out: N 29-48-31 E
RP North: 2122593.6361 East : 6023096.3415
End North: 2122849.6049 East : 6023242.9873
Line Course: S 31-41-47 W Length: 39.19
North: 2122816.2603 East : 6023222.3961
Curve Length: 123.03 Radius: 230.74
Delta: 30-32-59 Tangent: 63.01
Chord: 121.58 Course: S 45-30-51 E
Course In: S 29-12-40 W Course Out: N 59-45-39 E
RP North: 2122614.8641 East : 6023109.7883
End North: 2122731.0672 East : 6023309.1317
Curve Length: 196.54 Radius: 284.53
Delta: 39-34-41 Tangent: 102.38
Chord: 192.66 Course: S 10-27-01 E
Course In: S 59-45-39 W Course Out: S 80-39-40 E
RP North: 2122587.7749 East : 6023063.3175
End North: 2122541.6032 East : 6023344.0763
Line Course: S 09-20-20 W Length: 81.25
North: 2122461.4301 East : 6023330.8916
Line Course: S 80-39-40 E Length: 44.49
North: 2122454.2105 East : 6023374.7919
Line Course: N 08-24-24 E Length: 101.83
North: 2122554.9464 East : 6023389.6792
Line Course: N 03-49-35 E Length: 21.00
North: 2122575.8996 East : 6023391.0806
Line Course: N 02-12-50 E Length: 24.72
North: 2122600.6012 East : 6023392.0356
Line Course: N 00-52-35 W Length: 112.76
North: 2122713.3480 East : 6023390.3109

Line Course: S 89-20-17 E Length: 14.87
 North: 2122713.1762 East : 6023405.1799
 Line Course: N 09-10-23 W Length: 15.39
 North: 2122728.3694 East : 6023402.7265
 Curve Length: 52.64 Radius: 265.00
 Delta: 11-22-51 Tangent: 26.41
 Chord: 52.55 Course: N 03-28-58 W
 Course In: N 80-49-37 E Course Out: N 87-47-32 W
 RP North: 2122770.6148 East : 6023664.3375
 End North: 2122780.8236 East : 6023399.5342

Perimeter: 1346.67 Area: 19,766 sq. ft. 0.45 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
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 Error North: -0.00408 East : -0.00785
 Precision 1: 153,030.68

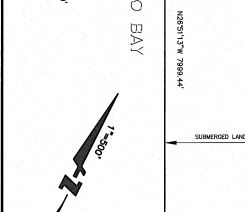
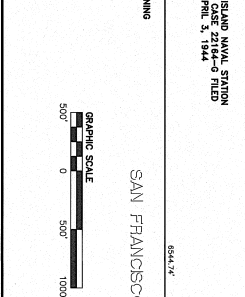


Michael A. Shoup
 12-16-09

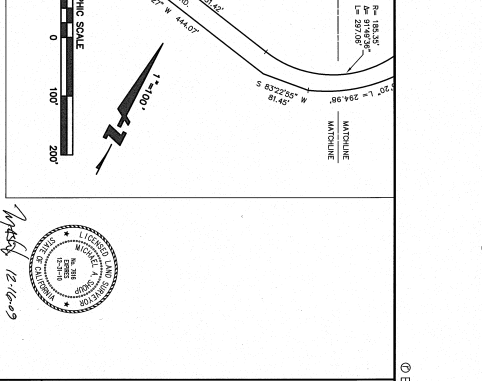
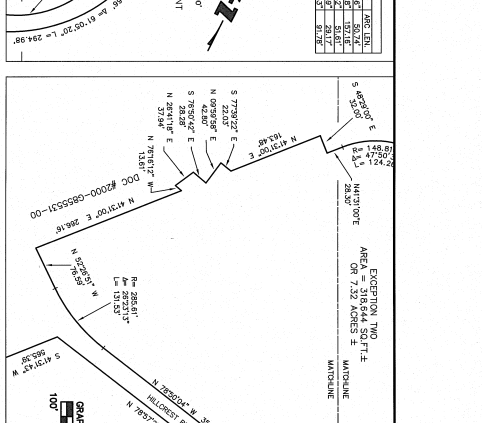
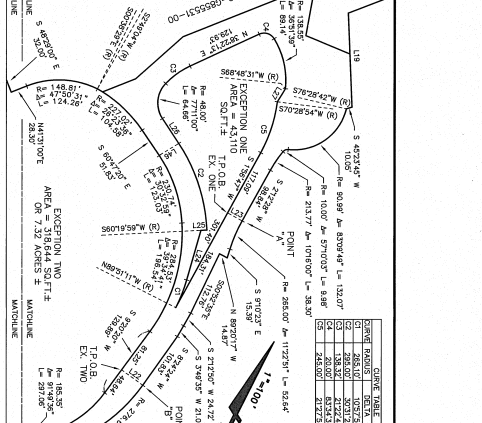
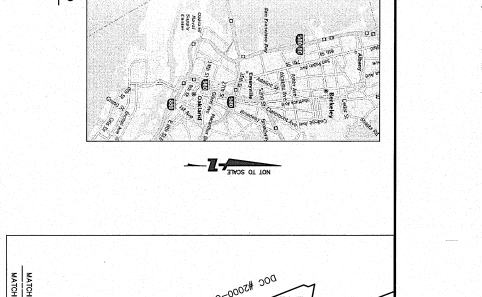
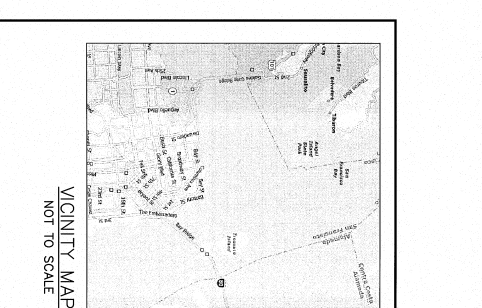
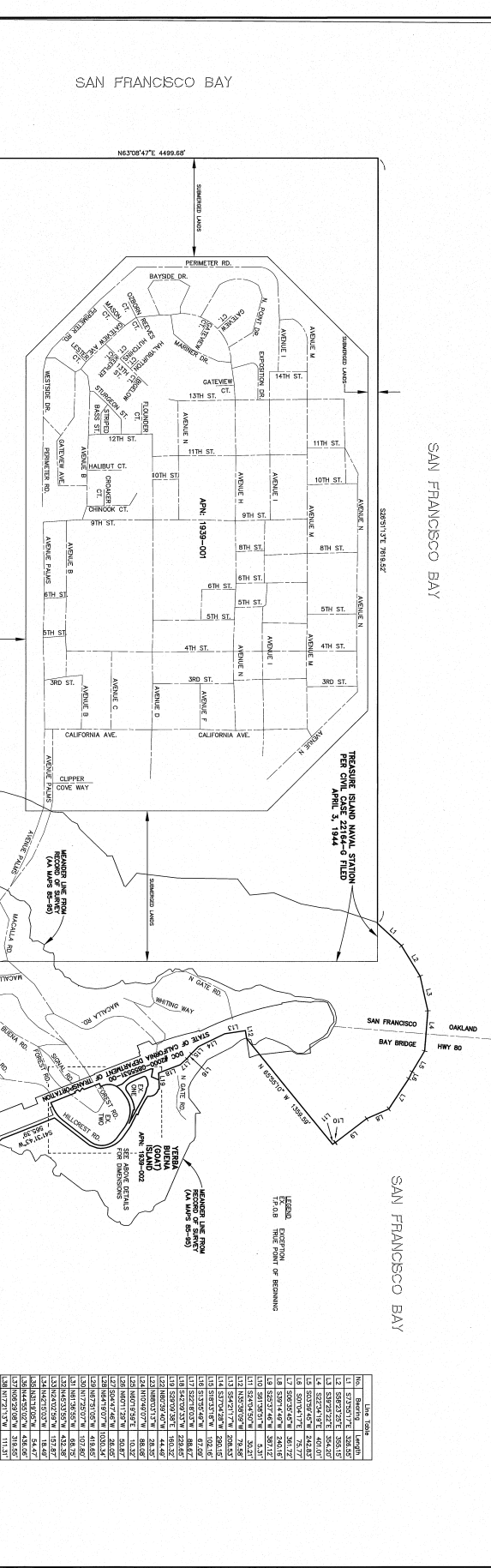
ATTACHMENT NO. 2

PROJECT AREA MAP

BASED ON RECORDS:
 RECORDS OF THE U.S. COAST AND GEODETIC SURVEY
 RECORDS OF THE U.S. NAVY
 RECORDS OF THE U.S. ARMY
 RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR
 RECORDS OF THE U.S. DEPARTMENT OF AGRICULTURE
 RECORDS OF THE U.S. DEPARTMENT OF COMMERCE
 RECORDS OF THE U.S. DEPARTMENT OF JUSTICE
 RECORDS OF THE U.S. DEPARTMENT OF LABOR
 RECORDS OF THE U.S. DEPARTMENT OF STATE
 RECORDS OF THE U.S. DEPARTMENT OF THE ARMY
 RECORDS OF THE U.S. DEPARTMENT OF THE NAVY
 RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR
 RECORDS OF THE U.S. DEPARTMENT OF AGRICULTURE
 RECORDS OF THE U.S. DEPARTMENT OF COMMERCE
 RECORDS OF THE U.S. DEPARTMENT OF JUSTICE
 RECORDS OF THE U.S. DEPARTMENT OF LABOR
 RECORDS OF THE U.S. DEPARTMENT OF STATE



DATE: 12/15/09
 SCALE: 1"=500'
 DRAWN: CRM/AMC/PCS
 APPROVED: MAC
 JOB NO: 20060077-10

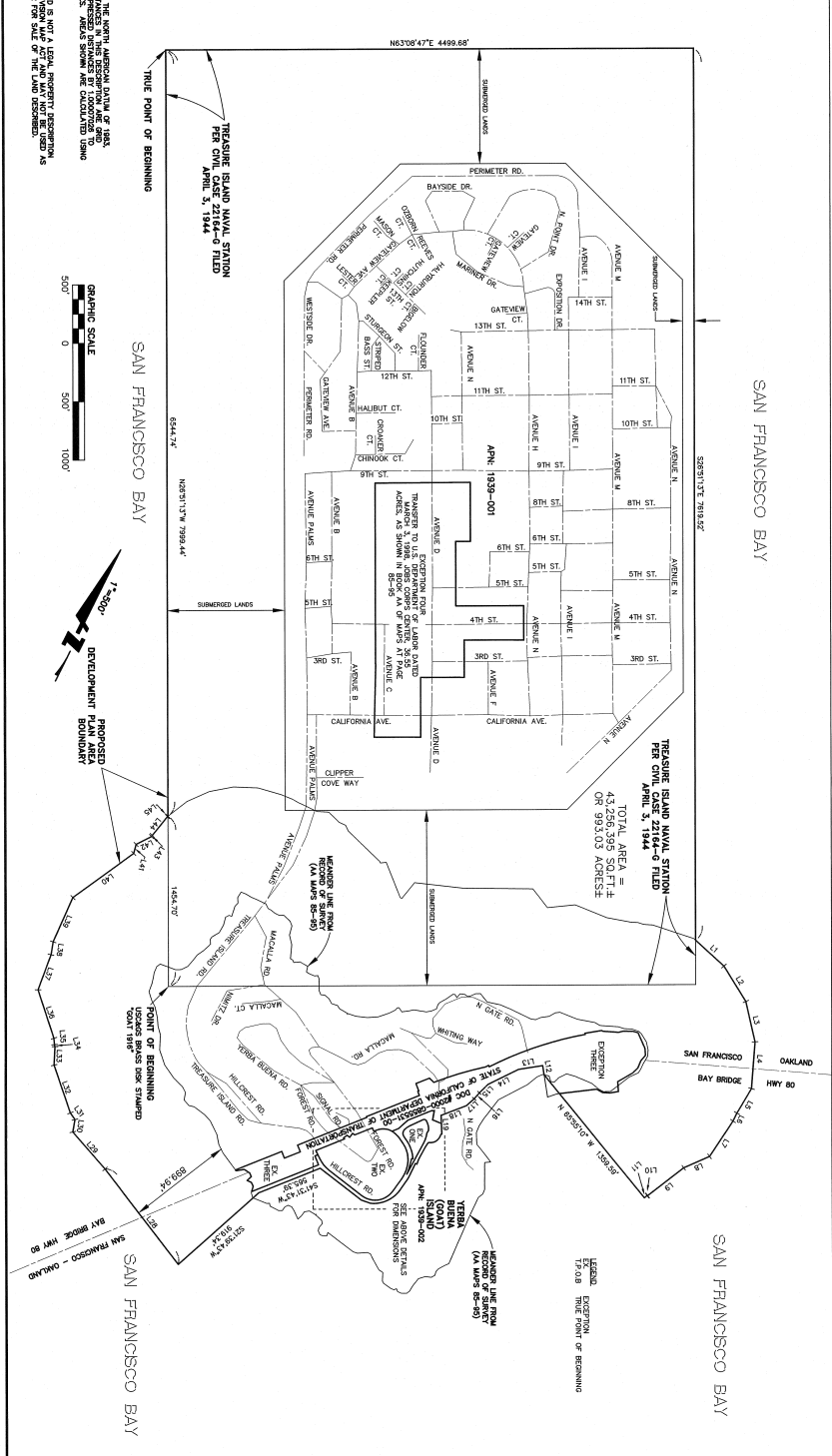


Line	From	To	Length
1	131	132	10.00
2	132	133	10.00
3	133	134	10.00
4	134	135	10.00
5	135	136	10.00
6	136	137	10.00
7	137	138	10.00
8	138	139	10.00
9	139	140	10.00
10	140	141	10.00
11	141	142	10.00
12	142	143	10.00
13	143	144	10.00
14	144	145	10.00
15	145	146	10.00
16	146	147	10.00
17	147	148	10.00
18	148	149	10.00
19	149	150	10.00
20	150	151	10.00
21	151	152	10.00
22	152	153	10.00
23	153	154	10.00
24	154	155	10.00
25	155	156	10.00
26	156	157	10.00
27	157	158	10.00
28	158	159	10.00
29	159	160	10.00
30	160	161	10.00
31	161	162	10.00
32	162	163	10.00
33	163	164	10.00
34	164	165	10.00
35	165	166	10.00
36	166	167	10.00
37	167	168	10.00
38	168	169	10.00
39	169	170	10.00
40	170	171	10.00
41	171	172	10.00
42	172	173	10.00
43	173	174	10.00
44	174	175	10.00
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53	183	184	10.00
54	184	185	10.00
55	185	186	10.00
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57	187	188	10.00
58	188	189	10.00
59	189	190	10.00
60	190	191	10.00
61	191	192	10.00
62	192	193	10.00
63	193	194	10.00
64	194	195	10.00
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67	197	198	10.00
68	198	199	10.00
69	199	200	10.00

ATTACHMENT NO. 3

DEVELOPMENT PLAN AREA MAP

SAN FRANCISCO BAY



GRAPHIC SCALE
0 500' 1000'

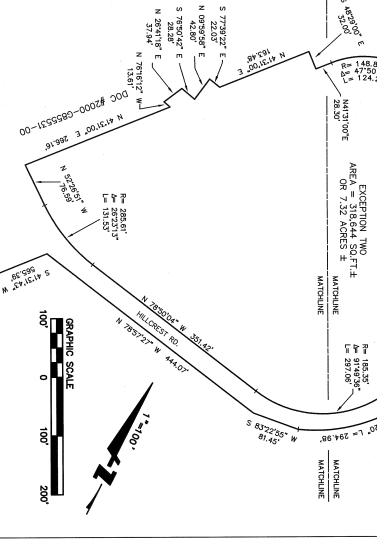
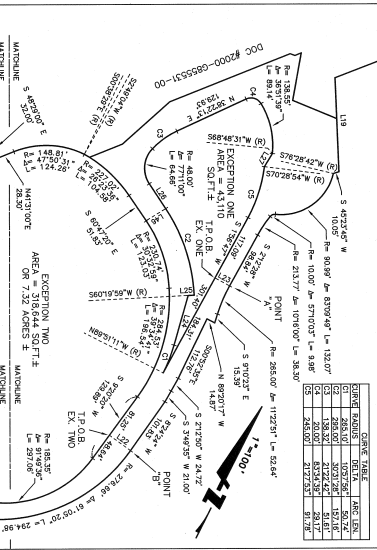
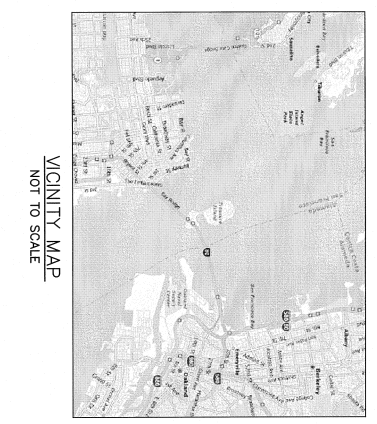
1"=100'
DEVELOPMENT PLAN AREA

POINT OF BEGINNING

BASES OF SURVEYS
BASES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983. DISTANCES ARE IN FEET, EXCEPT SURVEYS OF 1850 TO 1859 WHICH ARE IN METERS. ANGLES ARE IN DEGREES, MINUTES AND SECONDS. AROUND SURVEYS ARE CALCULATED USING THE METHOD OF LEAST SQUARES.

NOTE:
THE DEPARTMENT OF LAND AND NATURAL RESOURCES, THROUGH THE SAN FRANCISCO PLANNING DEPARTMENT, HAS REVIEWED THIS PLAN AND HAS NOT BEEN ASKED TO DESIGNATE ANY OTHER POINT OF BEGINNING FOR THE BASIS FOR ANY OTHER PLAN OF THE LAND DESCRIBED.

No.	Revisions
1	
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TREASURE ISLAND/YERBA BUENA ISLAND
DEVELOPMENT PLAN AREA
SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

Bkf
ENGINEERS / SURVEYORS / PLANNERS

255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

ATTACHMENT NO. 4

**LEGAL DESCRIPTION OF THE DEVELOPMENT PLAN AREA BOUNDARIES (AS
OF ADOPTION OF REDEVELOPMENT PLAN)**



ENGINEERS
SURVEYORS
PLANNERS

July 9, 2010

**LEGAL DESCRIPTION
FOR DEVELOPMENT PLAN AREA**

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of the lands shown as "TREASURE ISLAND NAVAL STATION PER CIVIL CASE 22164-G FILED APRIL 3, 1944" on that certain Record of Survey filed for record July 15, 2003 in Book AA of Maps at pages 85 through 95, inclusive, and all of the lands shown as "TRANSFERRED TO THE U.S. DEPT. OF LABOR MARCH 3, 1998", as shown on said Record of Survey, and all of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

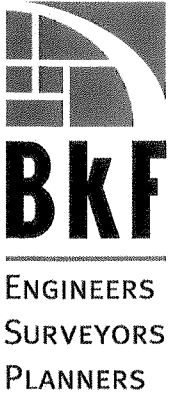
BEGINNING at Station "GOAT" as shown on said Record of Survey; thence along the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey, North 26°51'13" West 7999.44 feet to the **TRUE POINT OF BEGINNING**;

thence along the northwesterly line of said Treasure Island Naval Station, North 63°08'47" East 4499.68 feet;

thence along the northeasterly line of said Treasure Island Naval Station, South 26°51'13" East 7619.52 feet to a point 899.94 feet northerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eleven (11) courses:

- 1) South 73°55'17" East 326.55 feet;
- 2) South 58°23'25" East 355.15 feet;
- 3) South 39°25'22" East 354.20 feet;
- 4) South 22°34'19" East 401.01 feet;
- 5) South 03°59'45" West 242.83 feet;
- 6) South 01°04'17" East 75.77 feet;
- 7) South 06°35'45" West 361.72 feet;



- 8) South 39°14'49" West 240.16 feet;
- 9) South 25°37'46" West 387.12 feet;
- 10) South 61°38'51" West 5.31 feet;
- 11) South 24°04'50" West 30.21 feet;

thence leaving last said line, North 65°55'10" West 1359.59 feet to the intersection with the general northeasterly line of Parcel 57935-1, as said parcel is described in that certain Quitclaim Deed, recorded on October 26, 2000 as Document Number 2000-G855531-00, San Francisco County Records, on the course described in said document as "North 35°38'09" West 272.50 feet;"

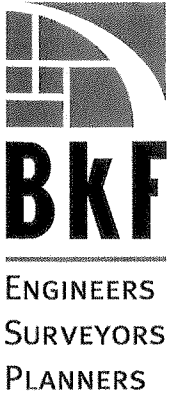
thence along said general northeasterly line of last said Parcel 57935-1 the following eight (8) courses:

- 1) North 35°38'09" West 79.58 feet;
- 2) South 54°21'17" West 208.53 feet;
- 3) South 37°04'28" West 290.15 feet;
- 4) South 18°33'18" West 102.16 feet;
- 5) South 13°55'49" West 67.09 feet;
- 6) South 22°18'03" West 88.67 feet;
- 7) South 42°09'33" West 229.65 feet;
- 8) along last said northeasterly line and its southeasterly projection, South 29°09'38" East 160.32 feet;

thence South 45°23'45" West 10.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South 76°28'42" West;

thence along said curve having a radius of 90.99 feet, through a central angle of 83°09'49", and an arc length of 132.07 feet to a point of reverse curvature;

thence along said curve having a radius of 10.00 feet, through a central angle of 57°10'03", and an arc length of 9.98 feet to a point of compound of curvature;



thence along said curve having a radius of 213.77 feet, through a central angle of $10^{\circ}16'00''$, and an arc length of 38.30 feet;

thence South $2^{\circ}21'28''$ West, 98.84 feet to the beginning of a tangent curve to the left and a point hereinafter referred to as **POINT "A"**;

thence along said curve having a radius of 265.00 feet, through a central angle of $11^{\circ}22'51''$ and an arc length of 52.64 feet;

thence South $9^{\circ}10'23''$ East, 15.39 feet;

thence North $89^{\circ}20'17''$ West, 14.87 feet;

thence South $00^{\circ}52'35''$ East, 112.76 feet;

thence South $2^{\circ}12'50''$ West, 24.72 feet;

thence South $3^{\circ}49'35''$ West, 21.00 feet;

thence South $8^{\circ}24'24''$ West, 101.83 feet to the beginning of a tangent curve to the right and a point hereinafter referred to as **POINT "B"**;

thence along said curve having a radius of 276.66 feet, through a central angle of $61^{\circ}05'20''$, and an arc length of 294.98 feet;

thence South $83^{\circ}22'55''$ West, 81.45 feet;

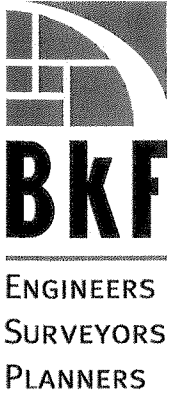
thence North $78^{\circ}57'27''$ West, 444.07 feet;

thence South $41^{\circ}31'43''$ West, 565.39 feet;

thence South $21^{\circ}39'43''$ West, 919.34 feet to a point 899.94 feet southerly offshore beyond the meander line shown on said Record of Survey;

thence along a line 899.94 feet (300 yards) offshore beyond said meander line, the following eighteen (18) courses:

- 1) North $64^{\circ}19'07''$ West 1030.34;
- 2) North $67^{\circ}51'05''$ West 419.65 feet;
- 3) North $17^{\circ}25'07''$ West 107.80 feet;
- 4) North $61^{\circ}36'55''$ West 68.75 feet;
- 5) North $45^{\circ}33'55''$ West 432.38 feet;



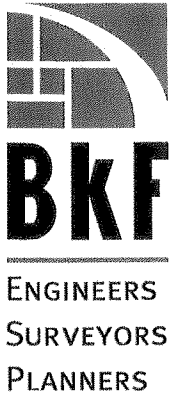
- 6) North 24°02'59" West 157.87 feet;
- 7) North 42°15'03" West 18.49 feet;
- 8) North 31°19'05" West 54.47 feet;
- 9) North 44°55'02" West 436.06 feet;
- 10) North 6°29'08" West 319.55 feet;
- 11) North 17°21'13" West 111.31 feet;
- 12) North 2°26'10" West 414.66 feet;
- 13) North 27°34'47" East 644.94 feet;
- 14) North 11°37'07" West 79.32 feet;
- 15) North 36°22'46" East 148.22 feet;
- 16) North 5°46'49" East 10.89 feet;
- 17) North 12°27'09" East 208.62 feet;
- 18) North 25°47'47" East 5.07 feet to a point on the southwesterly line of said Treasure Island Naval Station as shown on said Record of Survey;

thence along said southwesterly line, North 26°51'13" West 6544.74 feet to the **TRUE POINT OF BEGINNING**, containing 46,067,312 square feet or 1,057.56 acres, more or less.

EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

BEGINNING at the hereinabove described **POINT "A"**;



thence North $88^{\circ}03'13''$ West, 28.35 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**;

thence South $1^{\circ}56'47''$ West, 184.31 feet to a point of cusp, and the beginning of a non-tangent curve to the left, from which a point a radial line bears North $89^{\circ}51'11''$ West;

thence northerly along said curve having a radius of 265.10 feet, through a central angle of $10^{\circ}57'56''$, and an arc length of 50.74 feet;

thence North $10^{\circ}49'07''$ West, 88.08 feet;

thence North $60^{\circ}19'59''$ East, 10.32 feet to the beginning of a non-tangent curve to the left from which point a radial line, from the curve to the radius point, bears South $60^{\circ}19'59''$ West;

thence northwesterly along said curve having a radius of 295.00 feet, through a central angle of $30^{\circ}31'28''$, and an arc length of 157.16 feet;

thence North $60^{\circ}11'29''$ West, 50.87 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 48.00 feet, through a central angle of $77^{\circ}11'00''$, and an arc length of 64.66 feet to a point of compound curvature;

thence along said curve having a radius of 138.32 feet, through a central angle of $21^{\circ}22'42''$, and an arc length of 51.61 feet;

thence North $38^{\circ}22'13''$ East, 129.93 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 20.00 feet, through a central angle of $83^{\circ}34'39''$, and an arc length of 29.17 feet to a point of compound curvature;

thence along said curve having a radius of 138.55 feet, through a central angle of $36^{\circ}51'39''$, and an arc length of 89.14 feet;

thence South $4^{\circ}47'46''$ West, 26.05 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South $70^{\circ}28'54''$ West;

thence southerly along said curve having a radius of 245.00 feet, through a central angle of $21^{\circ}27'53''$, and an arc length of 91.78 feet;

thence South $1^{\circ}56'47''$ West, 117.09 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION ONE**, containing an area of 43,110 square feet, more or less.



ALSO EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being a portion of the lands shown on the map entitled "Map and Metes and Bounds Description of United States Military and Naval Reservations, Yerba Buena (Goat) Island, California, including land ceded by the State of California by Act of the Legislature of the State of California, approved March 9, 1897 (Stat. Cal., 1897, p. 74)," filed April 12, 1934, in Book N of Maps, at Page 14, in the Office of the County Recorder of said City and County of San Francisco, more particularly described as follows:

BEGINNING at the herein above described **POINT "B"**;

thence North $80^{\circ}39'40''$ West, 44.49 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO**;

thence South $9^{\circ}20'20''$ West, 48.64 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 185.35 feet, through a central angle of $91^{\circ}49'36''$ and an arc length of 297.06 feet;

thence North $78^{\circ}50'04''$ West, 351.42 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 285.61 feet, through a central angle of $26^{\circ}23'13''$ and an arc length of 131.53 feet;

thence North $52^{\circ}26'51''$ West, 76.59 feet;

thence North $41^{\circ}31'00''$ East, 266.16 feet;

thence North $76^{\circ}16'12''$ West, 13.61 feet;

thence North $26^{\circ}41'18''$ East, 37.94 feet;

thence South $76^{\circ}50'42''$ East, 28.28 feet;

thence North $09^{\circ}59'58''$ East, 42.80 feet;

thence South $77^{\circ}39'22''$ East, 22.03 feet;

thence North $41^{\circ}31'00''$ East, 163.48 feet;

thence South $48^{\circ}29'00''$ East, 32.00 feet;

thence North $41^{\circ}31'00''$ East, 28.30 feet to a the beginning of a tangent curve to the right;



thence along said curve having a radius of 148.81 feet, through a central angle of $47^{\circ}50'31''$ and an arc length of 124.26 feet to the beginning of a non-tangent curve to the right from which point a radial line, from the curve to the radius point, bears South $2^{\circ}49'04''$ West;

thence along said curve having a radius of 227.02 feet, through a central angle of $26^{\circ}23'36''$ and an arc length of 104.58 feet;

thence South $60^{\circ}47'20''$ East, 51.83 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 230.74 feet, through a central angle of $30^{\circ}32'59''$ and an arc length of 123.03 feet to a point of compound curvature;

thence along said curve having a radius of 284.53 feet, through a central angle of $39^{\circ}34'41''$ and an arc length of 196.54 feet;

thence South $9^{\circ}20'20''$ West, 81.25 feet to the **TRUE POINT OF BEGINNING OF EXCEPTION TWO**, containing an area of 318,644 square feet or 7.32 acres, more or less.

ALSO EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of Parcel 57935-1, as said parcel is described in that certain Quitclaim Deed, recorded on October 26, 2000 as Document Number 2000-G855531-00, San Francisco County Records, containing an area of 857,326 square feet or 19.68 acres, more or less.

ALSO EXCEPTING THEREFROM:

All that real property situate in the City of San Francisco, County of San Francisco, State of California, being all of the "Transfer to the United States Department of Labor dated March 3, 1998- Jobs Corps Center" as shown on that certain Record of Survey filed for record July 15, 2003 in Book AA of Maps at pages 85 through 95, inclusive, San Francisco County Records, containing an area of 1,591,837 square feet or 36.54 acres, more or less.

Total area = 43,256,395 square feet, or 993.03 acres, more or less.

Basis of Bearings: Bearings are based on the North American Datum of 1983, Epoch 1991.35. All distances in this description are grid distances. Multiply expressed




ENGINEERS
SURVEYORS
PLANNERS

distances by 1.00007026 to obtain ground distances. Areas shown are calculated using grid distances.

This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer for sale of the land described.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

 07-09-10

Michael A. Shoup, PLS 7616



END OF DESCRIPTION

J:\Sur06\060077\Legal & Plat\Development Area\2010-07-08\TI DPA LEGAL.doc

--
Parcel name: TI OVERALL

North:	2130254.4618	East :	6017210.8936
Line Course:	N 63-08-47 E	Length:	4499.68
	North: 2132287.0236	East :	6021225.3440
Line Course:	S 26-51-13 E	Length:	7619.52
	North: 2125489.1656	East :	6024667.1767
Line Course:	S 73-55-17 E	Length:	326.55
	North: 2125398.7256	East :	6024980.9529
Line Course:	S 58-23-25 E	Length:	355.15
	North: 2125212.5807	East :	6025283.4121
Line Course:	S 39-25-22 E	Length:	354.20
	North: 2124938.9679	East :	6025508.3425
Line Course:	S 22-34-19 E	Length:	401.01
	North: 2124568.6759	East :	6025662.2674
Line Course:	S 03-59-45 W	Length:	242.83
	North: 2124326.4362	East :	6025645.3461
Line Course:	S 01-04-17 E	Length:	75.77
	North: 2124250.6795	East :	6025646.7628
Line Course:	S 06-35-45 W	Length:	361.72
	North: 2123891.3537	East :	6025605.2139
Line Course:	S 39-14-49 W	Length:	240.16
	North: 2123705.3674	East :	6025453.2733
Line Course:	S 25-37-46 W	Length:	387.12
	North: 2123356.3360	East :	6025285.8249
Line Course:	S 61-38-51 W	Length:	5.31
	North: 2123353.8143	East :	6025281.1519
Line Course:	S 24-04-50 W	Length:	30.21
	North: 2123326.2334	East :	6025268.8256
Line Course:	N 65-55-10 W	Length:	1359.59
	North: 2123880.9742	East :	6024027.5570
Line Course:	N 35-38-09 W	Length:	79.58
	North: 2123945.6518	East :	6023981.1912
Line Course:	S 54-21-17 W	Length:	208.53
	North: 2123824.1277	East :	6023811.7313
Line Course:	S 37-04-28 W	Length:	290.15
	North: 2123592.6307	East :	6023636.8137
Line Course:	S 18-33-18 W	Length:	102.16
	North: 2123495.7811	East :	6023604.3049
Line Course:	S 13-55-49 W	Length:	67.09
	North: 2123430.6643	East :	6023588.1536
Line Course:	S 22-18-03 W	Length:	88.67
	North: 2123348.6264	East :	6023554.5060
Line Course:	S 42-09-33 W	Length:	229.65
	North: 2123178.3908	East :	6023400.3667
Line Course:	S 29-09-38 E	Length:	160.32
	North: 2123038.3901	East :	6023478.4840
Line Course:	S 45-23-45 W	Length:	10.05
	North: 2123031.3329	East :	6023471.3286
Curve Length:	132.07	Radius:	90.99

	Delta: 83-09-49	Tangent: 80.73
	Chord: 120.78	Course: S 28-03-37 W
Course In:	S 76-28-42 W	Course Out: S 20-21-29 E
RP North:	2123010.0583	East : 6023382.8607
End North:	2122924.7518	East : 6023414.5148
Curve Length:	9.98	Radius: 10.00
	Delta: 57-10-03	Tangent: 5.45
	Chord: 9.57	Course: S 41-03-30 W
Course In:	S 20-21-29 E	Course Out: N 77-31-32 W
RP North:	2122915.3764	East : 6023417.9937
End North:	2122917.5365	East : 6023408.2298
Curve Length:	38.30	Radius: 213.77
	Delta: 10-16-00	Tangent: 19.20
	Chord: 38.25	Course: S 07-20-28 W
Course In:	S 77-31-32 E	Course Out: N 87-47-32 W
RP North:	2122871.3613	East : 6023616.9532
End North:	2122879.5964	East : 6023403.3419
Line Course:	S 02-12-28 W	Length: 98.84
	North: 2122780.8298	East : 6023399.5342
Curve Length:	52.64	Radius: 265.00
	Delta: 11-22-51	Tangent: 26.41
	Chord: 52.55	Course: S 03-28-58 E
Course In:	S 87-47-32 E	Course Out: S 80-49-37 W
RP North:	2122770.6211	East : 6023664.3375
End North:	2122728.3756	East : 6023402.7265
Line Course:	S 09-10-23 E	Length: 15.39
	North: 2122713.1824	East : 6023405.1799
Line Course:	N 89-20-17 W	Length: 14.87
	North: 2122713.3542	East : 6023390.3109
Line Course:	S 00-52-35 E	Length: 112.76
	North: 2122600.6074	East : 6023392.0356
Line Course:	S 02-12-50 W	Length: 24.72
	North: 2122575.9058	East : 6023391.0807
Line Course:	S 03-49-35 W	Length: 21.00
	North: 2122554.9526	East : 6023389.6793
Line Course:	S 08-24-24 W	Length: 101.83
	North: 2122454.2168	East : 6023374.7919
Curve Length:	294.98	Radius: 276.66
	Delta: 61-05-20	Tangent: 163.25
	Chord: 281.20	Course: S 38-57-04 W
Course In:	N 81-35-36 W	Course Out: S 20-30-16 E
RP North:	2122494.6639	East : 6023101.1045
End North:	2122235.5317	East : 6023198.0130
Line Course:	S 83-22-55 W	Length: 81.45
	North: 2122226.1446	East : 6023117.1058
Line Course:	N 78-57-27 W	Length: 444.07
	North: 2122311.2005	East : 6022681.2575
Line Course:	S 41-31-43 W	Length: 565.39
	North: 2121887.9355	East : 6022306.4074
Line Course:	S 21-39-43 W	Length: 919.34
	North: 2121033.5212	East : 6021967.0518
Line Course:	N 64-19-07 W	Length: 1030.34
	North: 2121480.0359	East : 6021038.4910
Line Course:	N 67-51-05 W	Length: 419.65

	North: 2121638.2483	East : 6020649.8074
Line	Course: N 17-25-07 W Length: 107.80	
	North: 2121741.1049	East : 6020617.5374
Line	Course: N 61-36-55 W Length: 68.75	
	North: 2121773.7879	East : 6020557.0528
Line	Course: N 45-33-55 W Length: 432.38	
	North: 2122076.4955	East : 6020248.3125
Line	Course: N 24-02-59 W Length: 157.87	
	North: 2122220.6612	East : 6020183.9759
Line	Course: N 42-15-03 W Length: 18.49	
	North: 2122234.3476	East : 6020171.5436
Line	Course: N 31-19-05 W Length: 54.47	
	North: 2122280.8811	East : 6020143.2307
Line	Course: N 44-55-02 W Length: 436.06	
	North: 2122589.6672	East : 6019835.3355
Line	Course: N 06-29-08 W Length: 319.55	
	North: 2122907.1722	East : 6019799.2415
Line	Course: N 17-21-13 W Length: 111.31	
	North: 2123013.4156	East : 6019766.0413
Line	Course: N 02-26-10 W Length: 414.66	
	North: 2123427.7008	East : 6019748.4160
Line	Course: N 27-34-47 E Length: 644.94	
	North: 2123999.3547	East : 6020047.0119
Line	Course: N 11-37-07 W Length: 79.32	
	North: 2124077.0494	East : 6020031.0371
Line	Course: N 36-22-46 E Length: 148.22	
	North: 2124196.3823	East : 6020118.9509
Line	Course: N 05-46-49 E Length: 10.89	
	North: 2124207.2170	East : 6020120.0476
Line	Course: N 12-27-09 E Length: 208.62	
	North: 2124410.9292	East : 6020165.0324
Line	Course: N 25-47-47 E Length: 5.07	
	North: 2124415.4939	East : 6020167.2387
Line	Course: N 26-51-13 W Length: 6544.74	
	North: 2130254.4724	East : 6017210.8977

Perimeter: 31635.80 Area: 46,067,312 sq. ft. 1,057.56 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0114 Course: N 21-11-15 E
 Error North: 0.01062 East : 0.00412
 Precision 1: 2,775,068.42

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Parcel name: TI EXCEPTION ONE

North: 2122781.7905	East : 6023371.2081
Line Course: S 01-56-47 W	Length: 184.31
North: 2122597.5869	East : 6023364.9482
Curve Length: 50.74	Radius: 265.10
Delta: 10-57-56	Tangent: 25.45
Chord: 50.66	Course: N 05-20-09 W
Course In: N 89-51-11 W	Course Out: N 79-10-53 E
RP North: 2122598.2668	East : 6023099.8490
End North: 2122648.0261	East : 6023360.2372
Line Course: N 10-49-07 W	Length: 88.08
North: 2122734.5406	East : 6023343.7046
Line Course: N 60-19-59 E	Length: 10.32
North: 2122739.6486	East : 6023352.6718
Curve Length: 157.16	Radius: 295.00
Delta: 30-31-28	Tangent: 80.49
Chord: 155.31	Course: N 44-55-45 W
Course In: S 60-19-59 W	Course Out: N 29-48-31 E
RP North: 2122593.6361	East : 6023096.3412
End North: 2122849.6049	East : 6023242.9870
Line Course: N 60-11-29 W	Length: 50.87
North: 2122874.8926	East : 6023198.8476
Curve Length: 64.66	Radius: 48.00
Delta: 77-11-00	Tangent: 38.31
Chord: 59.88	Course: N 21-35-59 W
Course In: N 29-48-31 E	Course Out: N 73-00-29 W
RP North: 2122916.5418	East : 6023222.7086
End North: 2122930.5692	East : 6023176.8040
Curve Length: 51.61	Radius: 138.32
Delta: 21-22-42	Tangent: 26.11
Chord: 51.31	Course: N 27-40-52 E
Course In: S 73-00-29 E	Course Out: N 51-37-47 W
RP North: 2122890.1469	East : 6023309.0858
End North: 2122976.0078	East : 6023200.6407
Line Course: N 38-22-13 E	Length: 129.93
North: 2123077.8750	East : 6023281.2936
Curve Length: 29.17	Radius: 20.00
Delta: 83-34-39	Tangent: 17.87
Chord: 26.66	Course: N 80-09-33 E
Course In: S 51-37-47 E	Course Out: N 31-56-52 E
RP North: 2123065.4601	East : 6023296.9739
End North: 2123082.4308	East : 6023307.5569
Curve Length: 89.14	Radius: 138.55
Delta: 36-51-39	Tangent: 46.17
Chord: 87.61	Course: S 39-37-18 E
Course In: S 31-56-52 W	Course Out: N 68-48-31 E
RP North: 2122964.8668	East : 6023234.2437
End North: 2123014.9505	East : 6023363.4247

Line Course: S 04-47-46 W Length: 26.05
 North: 2122988.9917 East : 6023361.2466
 Curve Length: 91.78 Radius: 245.00
 Delta: 21-27-53 Tangent: 46.44
 Chord: 91.25 Course: S 08-47-10 E
 Course In: S 70-28-54 W Course Out: S 88-03-13 E
 RP North: 2122907.1351 East : 6023130.3256
 End North: 2122898.8139 East : 6023375.1843
 Line Course: S 01-56-47 W Length: 117.09
 North: 2122781.7914 East : 6023371.2074

Perimeter: 1140.91 Area: 43,110 sq. ft. 0.99 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0012 Course: N 40-11-10 W
 Error North: 0.00088 East : -0.00075
 Precision 1: 950,758.33

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Parcel name: TI EXCEPTION TWO

 North: 2122461.4338 East : 6023330.8930
 Line Course: S 09-20-20 W Length: 48.64
 North: 2122413.4385 East : 6023323.0000
 Curve Length: 297.06 Radius: 185.35
 Delta: 91-49-36 Tangent: 191.36
 Chord: 266.27 Course: S 55-15-08 W
 Course In: N 80-39-40 W Course Out: S 11-09-56 W
 RP North: 2122443.5159 East : 6023140.1066
 End North: 2122261.6743 East : 6023104.2146
 Line Course: N 78-50-04 W Length: 351.42
 North: 2122329.7248 East : 6022759.4464
 Curve Length: 131.53 Radius: 285.61
 Delta: 26-23-13 Tangent: 66.95
 Chord: 130.38 Course: N 65-38-27 W
 Course In: N 11-09-56 E Course Out: S 37-33-09 W
 RP North: 2122609.9287 East : 6022814.7532
 End North: 2122383.4985 East : 6022640.6773
 Line Course: N 52-26-51 W Length: 76.59
 North: 2122430.1792 East : 6022579.9571
 Line Course: N 41-31-00 E Length: 266.16
 North: 2122629.4699 East : 6022756.3780
 Line Course: N 76-16-12 W Length: 13.61
 North: 2122632.7002 East : 6022743.1570
 Line Course: N 26-41-18 E Length: 37.94
 North: 2122666.5982 East : 6022760.1972
 Line Course: S 76-50-42 E Length: 28.28
 North: 2122660.1621 East : 6022787.7351
 Line Course: N 09-59-58 E Length: 42.80
 North: 2122702.3119 East : 6022795.1668
 Line Course: S 77-39-22 E Length: 22.03

	North: 2122697.6024	East : 6022816.6875
Line	Course: N 41-31-00 E	Length: 163.48
	North: 2122820.0101	East : 6022925.0483
Line	Course: S 48-29-00 E	Length: 32.00
	North: 2122798.7993	East : 6022949.0087
Line	Course: N 41-31-00 E	Length: 28.30
	North: 2122819.9893	East : 6022967.7670
Curve	Length: 124.26	Radius: 148.81
	Delta: 47-50-31	Tangent: 66.01
	Chord: 120.68	Course: N 65-26-15 E
	Course In: S 48-29-00 E	Course Out: N 00-38-29 W
	RP North: 2122721.3524	East : 6023079.1904
	End North: 2122870.1531	East : 6023077.5246
Curve	Length: 104.58	Radius: 227.02
	Delta: 26-23-36	Tangent: 53.23
	Chord: 103.65	Course: S 73-59-08 E
	Course In: S 02-49-04 W	Course Out: N 29-12-40 E
	RP North: 2122643.4076	East : 6023066.3644
	End North: 2122841.5569	East : 6023177.1567
Line	Course: S 60-47-20 E	Length: 51.83
	North: 2122816.2623	East : 6023222.3954
Curve	Length: 123.03	Radius: 230.74
	Delta: 30-32-59	Tangent: 63.01
	Chord: 121.58	Course: S 45-30-51 E
	Course In: S 29-12-40 W	Course Out: N 59-45-39 E
	RP North: 2122614.8661	East : 6023109.7876
	End North: 2122731.0692	East : 6023309.1309
Curve	Length: 196.54	Radius: 284.53
	Delta: 39-34-41	Tangent: 102.38
	Chord: 192.66	Course: S 10-27-01 E
	Course In: S 59-45-39 W	Course Out: S 80-39-40 E
	RP North: 2122587.7769	East : 6023063.3167
	End North: 2122541.6052	East : 6023344.0755
Line	Course: S 09-20-20 W	Length: 81.25
	North: 2122461.4321	East : 6023330.8908

Perimeter: 2221.34 Area: 318,644 sq. ft. 7.32 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0028	Course: S 51-43-00 W
Error North: -0.00171	East : -0.00217
Precision 1: 793,332.14	

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Parcel name: TI EXCEPTION THREE

North:	2121973.1969	East :	6022183.3392
Line Course:	N 20-28-47 E	Length:	10.82
	North: 2121983.3330	East :	6022187.1248
Line Course:	N 49-39-09 W	Length:	34.22
	North: 2122005.4878	East :	6022161.0447
Line Course:	N 83-36-06 W	Length:	55.27
	North: 2122011.6471	East :	6022106.1189
Line Course:	S 54-11-51 W	Length:	70.72
	North: 2121970.2764	East :	6022048.7623
Line Course:	N 62-57-47 W	Length:	8.39
	North: 2121974.0902	East :	6022041.2892
Line Course:	N 41-31-00 E	Length:	425.30
	North: 2122292.5390	East :	6022323.1942
Line Course:	S 48-29-00 E	Length:	62.00
	North: 2122251.4431	East :	6022369.6175
Line Course:	N 41-31-00 E	Length:	145.49
	North: 2122360.3806	East :	6022466.0538
Line Course:	N 48-29-00 W	Length:	62.00
	North: 2122401.4766	East :	6022419.6305
Line Course:	N 41-31-00 E	Length:	636.96
	North: 2122878.4086	East :	6022841.8317
Line Course:	N 48-29-00 W	Length:	7.10
	North: 2122883.1147	East :	6022836.5155
Line Course:	N 41-31-00 E	Length:	487.47
	North: 2123248.1142	East :	6023159.6291
Line Course:	N 48-29-00 W	Length:	37.50
	North: 2123272.9706	East :	6023131.5504
Line Course:	N 41-31-00 E	Length:	9.50
	North: 2123280.0839	East :	6023137.8474
Line Course:	N 48-29-00 W	Length:	67.61
	North: 2123324.8984	East :	6023087.2235
Line Course:	N 41-31-00 E	Length:	125.15
	North: 2123418.6060	East :	6023170.1777
Line Course:	S 71-22-28 E	Length:	50.28
	North: 2123402.5475	East :	6023217.8243
Curve Length:	456.78	Radius:	3120.08
	Delta: 8-23-17	Tangent:	228.80
	Chord: 456.37	Course:	N 46-37-16 E
Course In:	S 47-34-23 E	Course Out:	N 39-11-06 W
RP North:	2121297.5868	East :	6025520.8744
End North:	2123715.9918	East :	6023549.5255
Line Course:	N 36-28-00 E	Length:	29.56
	North: 2123739.7640	East :	6023567.0946
Line Course:	S 53-32-00 E	Length:	13.12
	North: 2123731.9661	East :	6023577.6458
Curve Length:	868.01	Radius:	3018.37
	Delta: 16-28-37	Tangent:	437.02
	Chord: 865.03	Course:	N 44-42-19 E
Course In:	S 53-31-59 E	Course Out:	N 37-03-22 W

RP North: 2121937.9710 East : 6026005.0186
 End North: 2124346.7683 East : 6024186.1584
 Line Course: N 37-03-22 W Length: 9.88
 North: 2124354.6530 East : 6024180.2047
 Curve Length: 128.33 Radius: 3028.21
 Delta: 2-25-41 Tangent: 64.17
 Chord: 128.32 Course: N 54-09-28 E
 Course In: S 37-03-22 E Course Out: N 34-37-41 W
 RP North: 2121938.0029 East : 6026004.9945
 End North: 2124429.7904 East : 6024284.2241
 Line Course: N 55-22-19 E Length: 17.00
 North: 2124439.4506 East : 6024298.2127
 Line Course: S 88-47-09 E Length: 12.64
 North: 2124439.1827 East : 6024310.8498
 Line Course: N 67-07-09 E Length: 134.38
 North: 2124491.4318 East : 6024434.6562
 Line Course: N 49-16-20 E Length: 38.77
 North: 2124516.7279 East : 6024464.0368
 Line Course: N 63-52-28 E Length: 86.93
 North: 2124555.0066 East : 6024542.0853
 Line Course: N 79-31-40 E Length: 43.70
 North: 2124562.9495 East : 6024585.0574
 Line Course: S 50-29-09 E Length: 145.95
 North: 2124470.0860 East : 6024697.6530
 Line Course: S 31-56-07 E Length: 59.57
 North: 2124419.5322 East : 6024729.1632
 Line Course: S 14-02-11 W Length: 61.54
 North: 2124359.8296 East : 6024714.2374
 Line Course: S 04-27-24 E Length: 66.60
 North: 2124293.4310 East : 6024719.4126
 Line Course: S 18-24-11 W Length: 60.78
 North: 2124235.7594 East : 6024700.2244
 Line Course: S 33-17-47 W Length: 148.53
 North: 2124111.6118 East : 6024618.6858
 Line Course: S 30-34-41 E Length: 84.67
 North: 2124038.7162 East : 6024661.7585
 Line Course: S 54-11-06 W Length: 72.22
 North: 2123996.4552 East : 6024603.1945
 Line Course: S 66-22-18 W Length: 64.58
 North: 2123970.5714 East : 6024544.0286
 Line Course: N 87-45-43 W Length: 59.70
 North: 2123972.9028 East : 6024484.3741
 Line Course: S 56-32-26 W Length: 320.36
 North: 2123796.2734 East : 6024217.1054
 Line Course: N 65-55-10 W Length: 207.60
 North: 2123880.9785 East : 6024027.5722
 Line Course: N 35-38-09 W Length: 79.58
 North: 2123945.6561 East : 6023981.2064
 Line Course: S 54-21-17 W Length: 208.53
 North: 2123824.1320 East : 6023811.7465
 Line Course: S 37-04-28 W Length: 290.15
 North: 2123592.6350 East : 6023636.8290
 Line Course: S 18-33-18 W Length: 102.16
 North: 2123495.7854 East : 6023604.3201

Line Course: S 13-55-49 W Length: 67.09
 North: 2123430.6686 East : 6023588.1688
 Line Course: S 22-18-03 W Length: 88.67
 North: 2123348.6307 East : 6023554.5212
 Line Course: S 42-09-33 W Length: 229.65
 North: 2123178.3951 East : 6023400.3819
 Line Course: S 29-09-38 E Length: 69.62
 North: 2123117.5989 East : 6023434.3048
 Line Course: S 85-41-23 W Length: 81.26
 North: 2123111.4915 East : 6023353.2747
 Line Course: N 16-33-18 W Length: 82.21
 North: 2123190.2937 East : 6023329.8501
 Line Course: S 41-31-00 W Length: 11.48
 North: 2123181.6979 East : 6023322.2407
 Line Course: S 83-43-52 W Length: 8.44
 North: 2123180.7763 East : 6023313.8512
 Line Course: S 41-31-00 W Length: 221.26
 North: 2123015.1050 East : 6023167.1917
 Line Course: S 21-28-58 W Length: 108.00
 North: 2122914.6080 East : 6023127.6398
 Line Course: S 41-31-00 W Length: 60.33
 North: 2122869.4351 East : 6023087.6508
 Curve Length: 10.15 Radius: 227.02
 Delta: 2-33-43 Tangent: 5.08
 Chord: 10.15 Course: N 85-54-05 W
 Course In: S 05-22-47 W Course Out: N 02-49-04 E
 RP North: 2122643.4151 East : 6023066.3663
 End North: 2122870.1606 East : 6023077.5265
 Curve Length: 124.26 Radius: 148.81
 Delta: 47-50-31 Tangent: 66.01
 Chord: 120.68 Course: S 65-26-15 W
 Course In: S 00-38-29 E Course Out: N 48-29-00 W
 RP North: 2122721.3599 East : 6023079.1923
 End North: 2122819.9968 East : 6022967.7689
 Line Course: S 41-31-00 W Length: 28.30
 North: 2122798.8069 East : 6022949.0106
 Line Course: N 48-29-00 W Length: 32.00
 North: 2122820.0177 East : 6022925.0502
 Line Course: S 41-31-00 W Length: 163.48
 North: 2122697.6099 East : 6022816.6894
 Line Course: N 77-39-22 W Length: 22.03
 North: 2122702.3194 East : 6022795.1687
 Line Course: S 09-59-58 W Length: 42.80
 North: 2122660.1696 East : 6022787.7370
 Line Course: N 76-50-42 W Length: 28.28
 North: 2122666.6057 East : 6022760.1991
 Line Course: S 26-41-18 W Length: 37.94
 North: 2122632.7078 East : 6022743.1588
 Line Course: S 76-16-12 E Length: 13.61
 North: 2122629.4775 East : 6022756.3799
 Line Course: S 41-31-00 W Length: 266.16
 North: 2122430.1867 East : 6022579.9590
 Line Course: S 52-26-44 E Length: 40.09
 North: 2122405.7513 East : 6022611.7413

Line Course: S 41-31-00 W Length: 27.51
 North: 2122385.1528 East : 6022593.5067
 Line Course: S 48-29-00 E Length: 82.00
 North: 2122330.8001 East : 6022654.9052
 Line Course: S 41-31-00 W Length: 614.77
 North: 2121870.4831 East : 6022247.4124
 Line Course: N 11-05-08 W Length: 47.99
 North: 2121917.5777 East : 6022238.1851
 Line Course: N 52-03-08 W Length: 36.41
 North: 2121939.9677 East : 6022209.4732
 Line Course: S 87-01-51 W Length: 39.36
 North: 2121937.9289 East : 6022170.1661
 Line Course: N 20-28-47 E Length: 37.66
 North: 2121973.2087 East : 6022183.3424
 Line Course: N 63-26-06 W Length: 0.00
 North: 2121973.2087 East : 6022183.3424

Perimeter: 8890.20 Area: 857,326 sq. ft. 19.68 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0122 Course: N 15-16-38 E
 Error North: 0.01182 East : 0.00323
 Precision 1: 728,705.74

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Parcel name: TI EXCEPTION FOUR

 North: 2126370.0204 East : 6021168.4186
 Line Course: N 26-50-27 W Length: 1545.00
 North: 2127748.5687 East : 6020470.8301
 Line Course: N 62-58-50 E Length: 809.93
 North: 2128116.5141 East : 6021192.3582
 Line Course: S 26-50-27 E Length: 504.02
 North: 2127666.7951 East : 6021419.9301
 Line Course: S 63-09-33 W Length: 124.50
 North: 2127610.5816 East : 6021308.8432
 Line Course: S 26-50-27 E Length: 549.65
 North: 2127120.1486 East : 6021557.0176
 Line Course: N 63-11-40 E Length: 576.30
 North: 2127380.0392 East : 6022071.3896
 Line Course: S 26-47-45 E Length: 292.20
 North: 2127119.2160 East : 6022203.1171
 Line Course: S 63-14-35 W Length: 506.20
 North: 2126891.3214 East : 6021751.1187
 Line Course: S 26-50-27 E Length: 318.77

	North: 2126606.8943	East : 6021895.0477
Line	Course: S 63-14-50 W Length: 370.50	
	North: 2126440.1168	East : 6021564.2071
Line	Course: S 26-50-27 E Length: 508.75	
	North: 2125986.1774	East : 6021793.9146
Line	Course: S 63-13-20 W Length: 398.15	
	North: 2125806.7983	East : 6021438.4620
Line	Course: N 25-25-40 W Length: 624.66	
	North: 2126370.9458	East : 6021170.2498
Line	Course: S 63-09-33 W Length: 2.05	
	North: 2126370.0202	East : 6021168.4207

Perimeter: 7130.68 Area: 1,591,837 sq. ft. 36.54 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0021 Course: S 84-03-56 E

Error North: -0.00022 East : 0.00211

Precision 1: 3,395,561.90

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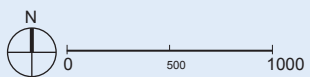


ATTACHMENT NO. 5
REDEVELOPMENT LAND USE MAP



- Public services, Civic, Institutional
- Tideland Trust Overlay Zone
- Open space
- Residential
- Mixed use

*Between 4 and 6 acres, located in a single location or in multiple smaller parcels located on Treasure Island but not to exceed an aggregate of 6 acres. Zoning for the PUC Site is a floating zone that will be fixed at the time the parcel(s) are selected.



ATTACHMENT NO. 6

AUTHORIZED PUBLIC IMPROVEMENTS

1. TRANSPORTATION AND TRANSIT IMPROVEMENTS

- a. Upgrade or construct access ramps, roadways, intersections and signalization.
- b. Upgrade or construct over- and underpasses, viaducts and bridges.
- c. Construct ferry service facilities including harbors, breakwaters, floats, and terminal facilities.
- d. Expand public transportation to the island, including all necessary support facilities and equipment.
- e. Provide a vehicular, pedestrian and bicycle circulation system, including all necessary support facilities and equipment.
- f. Provide equipment and facilities necessary to implement congestion management pricing.
- g. Provide equipment and facilities to support a transportation management agency and the implementation of transportation demand management programs.
- h. Provide any other on-site or off-site transportation and transit improvements that will benefit the Project Area, including improvements outside the Project Area that benefit the Project Area.
- i. Provide parking, including surface and structured parking facilities.

2. INFRASTRUCTURE IMPROVEMENTS

- a. Provide water, sewer, wastewater, and recycled water collection, treatment and distribution facilities.
- b. Provide stormwater collection, conveyance, outfalls, and treatment facilities, including wetlands.
- c. Provide natural gas, electricity, telecommunications, and Cable TV systems, including service, transmission lines, distribution lines and facilities, and energy generation systems.
- d. Provide central heating and cooling plant(s) and distribution facilities.
- e. Provide geotechnical improvements and seismic stabilization of both interior and perimeter areas, including the causeway connecting the Islands.
- f. Provide drainage, flood protection, and sea level rise protection (including import fill, grading and perimeter improvements).
- g. Provide water supply and storage, service and distribution systems, including fire protection facilities.
- h. Provide solid waste collection, recycling, composting, and disposal facilities.
- i. Provide streets, alleys, pedestrian paths, bicycle paths, associated lighting, traffic controls, landscaping and furnishings.
- j. Provide any infrastructure improvements that will benefit the Project Area, either within or outside the Project Area.

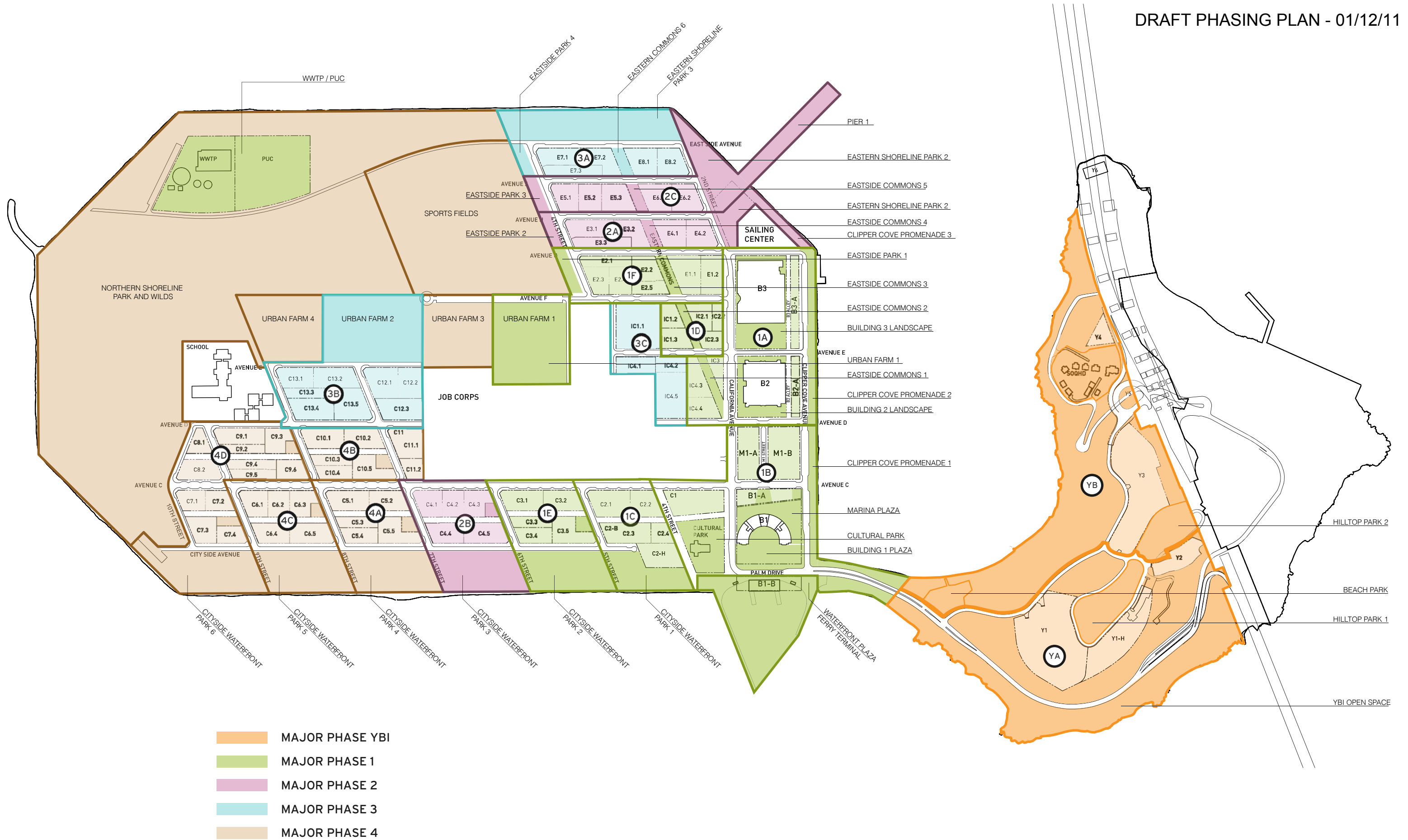
3. PUBLIC FACILITIES

- a. Provide public safety facilities, including police, emergency services and fire protection.
- b. Provide support facilities for public works activities, including but not limited to corporation yards and other maintenance facilities, as necessary.
- c. Upgrade or construct school and other educational facilities.
- d. Provide community recreation facilities, including community centers, gymnasiums, ball fields, swimming pools, sail boarding support facilities, and other recreational facilities.
- e. Provide community open space, including neighborhood parks, plazas, greenways, public-gathering spaces, urban farm and community gardens, and region-serving park and recreation facilities.
- f. Upgrade or construct public and recreational uses such as open spaces, plazas, pedestrian and bike pathways, playgrounds, landscaped areas, museums and interpretive learning centers, libraries, live music and performing arts areas, sports fields and athletic facilities, and entertainment and retail space.
- g. Upgrade or construct a marina, public piers, associated land side improvements, a public promenade along the waterfront and other waterfront improvements as deemed necessary.
- h. Implement habitat management of natural areas including habitat creation, preservation, restoration and enhancement activities.
- i. Engage in historic preservation, restoration and/or rehabilitation.
- j. Provide any public facilities that will benefit the Project Area, either within or outside the Project Area.

4. OTHER FACILITIES. Purchase, upgrade or construct any other facilities that may be required to support a large-scale development program, including those listed in Section 323.

5. SUSTAINABLE INFRASTRUCTURE. Provide equipment and facilities necessary to support energy conservation, energy generation or green technology, including equipment and improvements associated with any of the authorized public improvements listed in this Attachment No. 6.





DRAFT



PARCEL PLAN PHASING

TREASURE AND YERBA BUENA ISLANDS

NOVEMBER 15, 2010

ATTACHMENT __

DISPOSITION AND DEVELOPMENT AGREEMENT

NAVAL STATION TREASURE ISLAND

HOUSING PLAN

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EXHIBITS

- Exhibit A – Affordable Housing Deed
- Exhibit B – Form of Declaration of Restrictions for Rental Inclusionary Units
- Exhibit C – Form of Declaration of Restrictions for Sale Inclusionary Units
- Exhibit D – Housing Data Table
- Exhibit E – Housing Map
- Exhibit F – Transition Housing Rules and Regulations
- Exhibit G – SFRA’s Residential Inclusionary Housing Monitoring and Procedures Manual

SUMMARY

The development plan for Naval Station Treasure Island ("NSTI") under the DDA calls for the development of up to 8,000 residential units. This housing plan (the "Housing Plan") requires that 30% of residential units developed at the Project Site (or 2,400 units if the full 8,000 units are developed) will be below market rate units affordable to low and moderate income households or Transitioning Households. Of the 2,400 below market rate units, the parties anticipate that up to 2,105 units will be developed by Qualified Housing Developers, including approximately 435 to be developed by TIHDI. And approximately 27% of the acreage of the developable residential pads will be available and used for the development of this affordable housing.

The remainder of the below market rate units will be inclusionary units, built by Vertical Developers in concert with private market-rate development projects. Five percent (5%) of the total Developer Residential Units shall be Inclusionary Units. Developer may sell land to Vertical Developers, including Developer and its Affiliates as permitted in the DDA, to develop up to Five Thousand Six Hundred (5,600) Market Rate Residential Units. If the maximum total number of Market Rate Units is built, then the total number of Inclusionary Units would be Two Hundred Ninety Five (295), for a total number of Developer Residential Units of Five Thousand Eight Hundred Ninety Five (5,895) units. The Inclusionary Units will be constructed and sold or rented in accordance with this Housing Plan.

Developer will submit to TIDA Major Phase Applications and Sub-Phase Applications pursuant to the DDA. Each Major Phase will include one or more Sub-Phases. Following each Sub-Phase Approval, TIDA will convey the land within that Sub-Phase to Developer and Developer will prepare Developable Lots in Sub-Phases in accordance with the Phasing Plan and the Schedule of Performance. Developer will then convey the Market Rate Lots to Vertical Developers for residential development in accordance with an approved Vertical DDA and the Redevelopment Requirements. The Authority Housing Lots will be used by TIDA and TIHDI to develop Authority Housing Units in accordance with this Housing Plan. While the Developer will retain flexibility and discretion to respond to market conditions regarding the types, sizes and locations of Developer Residential Units consistent with the Redevelopment Requirements, the Project will be phased so as to include a mix of Market Rate Lots and Authority Housing Lots as needed to meet the proportionality requirements of this Housing Plan.

Developer and TIDA have designated the general location of the Authority Housing Lots, which are distributed throughout the Project Site. TIDA and TIHDI will be responsible for development of Affordable Housing Units and Transition Units on the Authority Housing Lots. The Affordable Housing Units are expected to include a range of unit types and tenures, including family housing units and senior units. TIDA shall retain the discretion to determine the type of Affordable Housing Units to be constructed so long as the Units are consistent with the Redevelopment Requirements. TIDA shall enter into a separate agreement with TIHDI for the development of the TIHDI Units on specified Authority Housing Lots.

In addition to the Affordable Housing Units, TIDA will also be responsible for the development of the Transition Units. The Transition Units are to provide housing for existing qualifying residents as of the Effective Date who continue to reside on NSTI until notified that they must move in order to facilitate the development of the Project under the DDA. The Transition Units will be deed restricted so that, should the Transitioning Household not meet Affordable income requirements, the applicable Transition Unit will become an Affordable Housing Unit upon the vacancy of the Transitioning Household. If a Transitioning Household does meet Affordable income requirements, then the applicable Transition Unit will be a deed restricted Affordable Housing Unit from its inception. The Transition Housing Rules and Regulations provide certain benefit options to Transitioning Households, including moving assistance, down payment assistance, an in lieu payment and the opportunity to move to Transition Units at specified rents. The estimated costs of implementing the Transition Housing Rules and Regulations has been factored into the Developer Housing Subsidy to be paid by Developer to TIDA.

The Financing Plan attached to the DDA calls for the use of a variety of private and public funding sources to create the Authority Housing Units envisioned by this Housing Plan, including Developer equity, the Developer Housing Subsidy, tax increment financing, the jobs-housing linkage fees, low-income housing tax credit proceeds and various State and Federal sources of funding. Collectively, the Project is expected to contribute more than \$___ million towards the creation of the Authority Housing Units, including the costs of needed infrastructure, site preparation and construction costs. The Project-generated funds will come from three sources:

- First, at least twenty percent (20%) of the total tax increment generated in the Project Area will be used for the development of the Affordable Housing Units. In addition, if during the term of the Redevelopment Plan there is available tax increment that is not required to pay for other development costs in accordance with the Financing Plan, then such excess tax increment may be made available to fund development of Authority Housing Units as further described in the Financing Plan.
- Second, the commercial development within the Project Area is anticipated to generate Jobs-Housing Linkage fees paid by Vertical Developers in accordance with the DDA. All fees payable under the Jobs-Housing Plan from the development of the Project Area will be used for the production of Authority Housing Units in accordance with this Housing Plan.
- Third, Developer shall pay a direct subsidy to TIDA to be used toward the costs of the Authority Housing Units and implementation of the Transition Housing Rules and Regulations. The Developer Housing Subsidy will equal Seventeen Thousand Five Hundred Dollars (\$17,500) per Market Rate Unit, and will become payable upon the transfer of each Market Rate Lot to a Vertical Developer (subject to an initial five (5) year period in which no Developer Housing Subsidy will be payable, except as described below).

The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict, the provisions of the Housing Plan and the DDA shall control.

1. **DEFINITIONS**

Initially capitalized terms unless separately defined in this Housing Plan have the meanings and content set forth in the DDA. Terms defined in the DDA and also set forth in this Section are provided herein for convenience only.

1.1 Adequate Security shall have the meaning set forth in the DDA.

1.2 Affordable or Affordable Housing Cost means (a) with respect to a Rental Residential Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding Parking Charges) that does not exceed thirty percent (30%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size; and (b) with respect to a For-Sale Residential Unit, a purchase price based on a five percent (5%) down payment and a commercially reasonable thirty (30) year fixed mortgage with commercially reasonable rates, points and fees and total annual payments for principal, interest, taxes and owner association dues, but excluding Parking Charges, not exceeding thirty three percent (33%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size. With respect to the Inclusionary Units, Parking Charges to be paid by residents shall be in addition to the Affordable Housing Cost and shall not be included in rent or the purchase price in determining Affordable Housing Cost. With respect to Authority Housing Units, TIDA or TIHDI, as applicable, shall have the right to determine, in its sole discretion, whether Parking Charges shall be included in the rent or purchase price for purposes of determining Affordable Housing Cost, provided that at all times the Affordable Housing Cost shall meet the requirements of the CCRL. The interest rate for the mortgage loan that is used to calculate the purchase price for a Sale Unit shall be the higher of (1) the ten (10) year rolling average interest rate, as calculated by TIDA based on data provided by Fannie Mae or Freddie Mac, or if such data is not provided by Fannie Mae or Freddie Mac, then based on data from an equivalent, nationally recognized mortgage financing institution approved by the Vertical Developer and TIDA, or (2) the current commercially reasonable rate available through a TIDA approved lender, in either case as in effect on a date mutually agreed upon between TIDA and the Vertical Developer but before the date TIDA approves the marketing plan for the Sale Residential Unit.

1.3 Affordable Housing Deed means the deed conveying an Authority Housing Lot from Developer to TIDA in the form of Exhibit A hereto.

1.4 Affordable Housing Loan Fund the meaning set forth in Section 6.4 of this Housing Plan.

1.5 Affordable Housing Unit means a Residential Unit constructed by TIDA, TIHDI or a Qualified Housing Developer selected by TIDA or TIHDI (as applicable) on an Authority Housing Lot that is available for lease or purchase at an Affordable Housing Cost for households with an annual income up to one hundred twenty percent (120%) of Area Median

Income, but may be leased or sold to households with lower income levels as determined by TIDA. Inclusionary Units are not included in Affordable Housing Units. TIDA shall determine the affordability level and other relevant restrictions for each Authority Housing Project in conformance with the Redevelopment Requirements. Each Affordable Housing Unit shall meet the standards for affordability in the CCRL, including the income eligibility standards of CCRL section 33334.2, the affordability standards of CCRL section 33334.3 and, if applicable, the replacement housing standards of CCRL section 33413.

1.6 Approved Sites has the meaning set forth in Section 2.5 of this Housing Plan.

1.7 Approval (Approve, Approved and any variation) is defined in the DDA.

1.8 Approved Title Exceptions means (i) current taxes and assessments not yet due or payable, (ii) the applicable Redevelopment Requirements and the Development Agreement, (iii) any environmental restrictions and covenants recorded in connection with the environmental regulatory condition required by the DDA (but that do not prohibit residential use), (iv) matters disclosed on an applicable Subdivision Map, consistent with the Infrastructure Plan, (v) easements for utilities and access in favor of the City or a private utility consistent with an applicable Subdivision Map, (vi) use restrictions and requirements relating to the construction of Affordable Housing Units, (vii) matters disclosed by an ALTA survey that do not materially increase the cost or feasibility of development of the Authority Housing Lots, and (viii) such restrictions as are required to satisfy the terms and conditions of the DDA.

1.9 Area Median Income means the unadjusted area median income provided by HUD that is specific to the metro fair market rent area that contains the City as published annually by the Mayor's Office of Housing and adjusted for household size. If data provided by HUD that is specific to the metro fair market rent area that contains the City is unavailable, the Area Median Income may be calculated by TIDA using other publicly available and credible data as approved by Developer and TIDA.

1.10 Authority Housing Lot shall mean the lots identified as Authority Housing Lots on the Housing Map, subject to any revisions as may be requested by Developer and approved by TIDA as part of the Major Phase and Sub-Phase Approval processes, or otherwise as set forth in the DRDAP.

1.11 Authority Housing Lot Completion Date means the date on which Developer Completes the Pre-Sale Infrastructure on an Authority Housing Lot.

1.12 Authority Housing Project means a Residential Project constructed by a Qualified Housing Developer selected by TIDA or TIHDI, as applicable, containing Authority Housing Units and possibly also containing other uses permitted under the Redevelopment Plan, the Design for Development and this Housing Plan.

1.13 Authority Housing Unit means a Residential Unit developed on an Authority Housing Lot, which shall be either an Affordable Housing Unit or a Transition Unit. Transition Units may be Affordable Housing Units at inception (for income-qualifying

Transitioning Households) or, if not, shall be Affordable Housing Units upon the vacancy of the initial Transitioning Household.

1.14 Commence (Commenced, Commencement and any variation) has the meaning set forth in the DDA.

1.15 Complete (Completed, Completion and any variation) has the meaning set forth in the DDA.

1.16 Completed Authority Housing Lot means an Authority Housing Lot with the Pre-Sale Infrastructure Completed.

1.17 CCRL has the meaning set forth in the DDA.

1.18 CCRL Replacement Housing Obligation shall mean the obligation under CCRL to replace, within four (4) years, dwelling units that house persons and families of low or moderate income that are destroyed as part of a redevelopment project, as set forth in CCRL 33413 et seq.

1.19 CCRL Replacement Housing Units shall mean the Affordable Housing Units on the Project Site that satisfy the CCRL Replacement Housing Obligation.

1.20 Declaration of Restrictions for Rental Inclusionary Units means a document substantially in the form of the document titled “Declaration of Restrictions for Rental Inclusionary Units” attached hereto as Exhibit B.

1.21 Declaration of Restrictions for Sale Inclusionary Units means a document substantially in the form of the document titled “Declaration of Restrictions and Option to Purchase Agreement for Sale Inclusionary Units” attached hereto as Exhibit C, including the form of Short Form Deed of Trust and Assignment of Rents attached thereto, the form of Addendum to Deed of Trust attached thereto and the form of Promissory Note Secured by Deed of Trust attached thereto.

1.22 Developer Housing Subsidy means the subsidy to be paid by Developer to TIDA for the development of Authority Housing Units on the Authority Housing Lots and the implementation of the Transition Housing Rules and Regulations. The Developer Housing Subsidy shall be paid over time as set forth in this Housing Plan, and shall equal the total number of Market Rate Units on each Market Rate Lot multiplied by Seventeen Thousand Five Hundred Dollars (\$17,500).

1.23 Developable Lot has the meaning set forth in the DDA.

1.24 Developer Residential Units means the Market Rate Residential Units and the Inclusionary Units.

1.25 Development Agreement has the meaning set forth in the DDA.

1.26 Event of Default has the meaning set forth in the DDA.

1.27 For-Rent or Rental Unit means a Residential Unit which is not a For Sale Unit.

1.28 For-Sale or Sale Unit means a Residential Unit which is intended at the time of completion of construction to be offered for sale, e.g., as a condominium, for individual unit ownership.

1.29 Household Size means the total number of bedrooms in a Residential Unit plus one (1).

1.30 Housing Data Table means the table attached here to as Exhibit D.

1.31 Housing Map means the map attached hereto as Exhibit E.

1.32 Inclusionary Milestone has the meaning set forth in Section 5.1(c) of this Housing Plan.

1.33 Inclusionary Obligation has the meaning set forth in Section 5.1(a) of this Housing Plan.

1.34 Inclusionary Units means (i) for a Rental Unit, a unit that is available to and occupied by a household with an income not exceeding sixty percent (60%) of Area Median Income and rented at an Affordable Housing Cost for households with incomes at or below sixty percent (60%) of Area Median Income, and (ii) for a For Sale Unit, a unit that is available to and occupied by households with incomes ranging from Eighty Percent (80%) of Area Median Income but not exceeding One Hundred Twenty Percent (120%) of Area Median Income and sold at an Affordable Housing Cost for households with incomes from Eighty Percent (80%) to One Hundred Twenty Percent (120%) of Area Median Income. The mechanism for setting the maximum Affordable Housing Cost and income level for each Inclusionary Unit is set forth in Section 5 of this Housing Plan.

1.35 Major Phase has the meaning set forth in the DDA.

1.36 Market Rate or Market Rate Unit means a Residential Unit constructed on a Market Rate Lot that has no restrictions under this Housing Plan or the DDA with respect to Affordable Housing Cost levels or income restrictions for occupants.

1.37 Market Rate Lot shall mean a lot of the approximate size and location identified as a Market Rate Lot on the Housing Map at each Major Phase Approval, subject to any revisions as may be requested by Developer and Approved by TIDA as part of the Sub-Phase Approval process or otherwise as set forth in the DRDAP.

1.38 Market Rate Project means a Residential Project constructed by a Vertical Developer, including Developer and its Affiliates, and containing Market Rate Units, Inclusionary Units (if required), and possibly also containing other uses permitted under the Redevelopment Plan and the Design for Development.

1.39 Marketing and Operations Guidelines has the meaning set forth in Section 5.1(g) of this Housing Plan.

1.40 Non-Inclusionary Projects means the Residential Projects of the following types, on which Developer and Vertical Developers may, but are not required to, include any Inclusionary Housing: any Residential Project of 19 or fewer units including townhomes; residential towers exceeding 240 feet in height; and residential condominiums with hotel services ("Condotel"). Notwithstanding the foregoing exclusions, not less than five percent (5%) of the total Developer Residential Units constructed on Treasure Island and not less than five percent (5%) of the total Developer Residential Units constructed on Yerba Buena Island must be Inclusionary Units.

1.41 Parking Charge means the rental rate or purchase price for a Parking Space, as determined in accordance with Section 7.2.

1.42 Parking Space means a parking space constructed in the Project Site by Vertical Developers or Qualified Housing Developers and accessory to one or more Residential Projects.

1.43 Post-Sale Infrastructure has the meaning set forth in the DDA.

1.44 Premarketing Notice List has the meaning set forth in the Transition Rules and Regulations.

1.45 Pre-Sale Infrastructure has the meaning set forth in the DDA.

1.46 Post-Sale Infrastructure Liquidation Amount has the meaning set forth in Section 2.8(d) of this Housing Plan.

1.47 Project Area means the redevelopment project area designated in the Redevelopment Plan.

1.48 Project Cost has the meaning set forth in the DDA.

1.49 Qualified Housing Developer has the meaning set forth in the DDA as follows: non-profit or for-profit organizations selected by TIDA or TIHDI, as applicable, with members that have the financial and staffing capacity to develop affordable housing consistent with the character and quality of the Redevelopment Requirements and the Residential Projects, and a history of successful affordable housing development, demonstrated by the completion of not less than 75 affordable housing units or 2 affordable housing projects in the previous 7 years.

1.50 Redevelopment Plan means the Redevelopment Plan for the Treasure Island/Yerba Buena Island Redevelopment Project adopted by the Board of Supervisors pursuant to Ordinance No. ___ on _____.

1.51 Redevelopment Requirements has the meaning set forth in the DDA.

1.52 Residential Developable Lot means the Developable Lots that are designated primarily for residential use on the Housing Map, as may be revised in a Major Phase Approval or Sub-Phase Approval or otherwise in accordance with the DRDAP. Residential Developable Lots shall only include lots that are not subject to the Tidelands Trust and shall not include adjacent easement areas, midblock alleys, neighborhood parks, community facilities and central parking facilities serving residential and/or commercial developments.

1.53 Residential Project has the meaning set forth in the DDA as follows: a Project containing Residential Units that may also contain other uses permitted under the Redevelopment Plan and this Housing Plan.

1.54 Residential Unit has the meaning set forth in the DDA as follows: a room or suite of two or more rooms that is designed for residential occupancy for 32 consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family, and may include senior and assisted living facilities.

1.55 Second Inclusionary Milestone has the meaning set forth in Section 5.1(c) of this Housing Plan.

1.56 SFRA means the Redevelopment Agency of the City and County of San Francisco.

1.57 Sub-Phase has the meaning set forth in the DDA.

1.58 TIHDI means the Treasure Island Homeless Development Initiative, Inc., a California nonprofit public benefit corporation, and the member organizations of TIHDI.

1.59 TIDHI Units means the Affordable Housing Units constructed by or on behalf of TIHDI on Authority Housing Lots in accordance with this Housing Plan.

1.60 Title Defects has the meaning set forth in Section 2.8 (c) of this Housing Plan.

1.61 Title Notice has the meaning set forth in Section 2.8 (b) of this Housing Plan.

1.62 Transition Housing Rules and Regulations means the rules and regulations adopted by TIDA, as amended from time to time. The currently adopted Transition Housing Rules and Regulations are attached as Exhibit F.

1.63 Transition Units has the meaning set forth in the Transition Housing Rules and Regulations.

1.64 Transitioning Households shall have the meaning set forth in the Transition Housing Rules and Regulations.

1.65 Utility Allowance means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include a dollar

amount established periodically by the Housing Authority based on standards established by HUD for the cost of basic utilities for households, adjusted for Household Size. If such dollar amount is not available from the Housing Authority or HUD, then Developer or Vertical Developer, as applicable, may use another publicly available and credible dollar amount that is Approved by the TIDA.

- 1.66 Vertical Application has the meaning set forth in the DRDAP.
- 1.67 Vertical Approval has the meaning set forth in the DRDAP.
- 1.68 Vertical Developer shall have the meaning set forth in the DDA.
- 1.69 Vertical Improvement is defined in the DDA.

2. HOUSING DEVELOPMENT

2.1 Development Program. Vertical Developers and Qualified Housing Developers may develop up to 8,000 Residential Units in the Project Area, including 2,105 Authority Housing Units (of which up to 435 will be TIHDI Units), 295 Inclusionary Units, and 5,600 Market Rate Units.

2.2 Development Process.

(1) Subject to the terms of the DDA, Developer shall develop the Project Site in a series of Major Phases and, within each Major Phase, in a series of Sub-Phases. The DDA includes a process for Developer's submittal of Major Phase Applications and Sub-Phase Applications, and for TIDA's review and grant of Major Phase Approvals and Sub-Phase Approvals, in accordance with the DRDAP. The anticipated order of development of Major Phases, and Sub-Phases in each Major Phase, including the Completion of the Authority Housing Lots, is set forth in the Phasing Plan and the Schedule of Performance, subject to revision in accordance with the procedures set forth in the DDA and the DRDAP. Each Affordable Housing Lot shall meet the standards for it to be a Developable Lot as set forth in the DDA.

(2) Developer shall preliminarily identify the number and location of anticipated Inclusionary Units for each anticipated Residential Project in a Major Phase Application, and may revise such number in a Sub-Phase Application, subject to the requirements of this Housing Plan. The final number of Inclusionary Units for each Residential Project (if any) shall be specified in the applicable Vertical DDA.

(3) Subject to the terms of the DDA: (i) upon receipt of a Sub-Phase Approval, Developer shall construct Pre-Sale Infrastructure within such Sub-Phase in accordance with the Schedule of Performance, including Infrastructure to serve the Authority Housing Lots, and shall construct Post-Sale Infrastructure within each Authority Housing Lot in accordance with Section 2.8 of this Housing Plan; and (ii) when it transfers Market Rate Lots to Vertical Developers (including Developer and Affiliates of Developer) for the construction of Residential Projects, Developer shall do so consistent with the DDA and this Housing Plan and shall pay to TIDA the Developer Housing Subsidy as set forth in this Housing Plan.

(4) Subject to the terms of the applicable Vertical DDA, upon receipt of a Vertical Approval, the Vertical Developer constructing the applicable Residential Project(s) must include the number of Inclusionary Units for such Residential Project(s) as are set forth in the Project Data Table approved as part of the applicable Vertical Approval.

2.3 Developer's Obligations Related to Authority Housing Units. Developer's obligations related to the Authority Housing Units are: (i) Completion of the Pre-Sale Infrastructure and Post-Sale Infrastructure on Market Rate Lots in accordance with the DDA; (ii) Completion of Pre-Sale Infrastructure and the Post-Sale Infrastructure (or, with respect to the latter, the payment of the Post-Sale Infrastructure Liquidation Amount as set forth in Section 2.8(d) or Section 2.8(e) of this Housing Plan) on the Authority Housing Lots in accordance with the DDA; (iii) transfer of all Authority Housing Lots to TIDA at no cost to TIDA upon Completion of the Pre-Sale Infrastructure in compliance with the DDA (or, if TIDA retains the Authority Housing Lots, then Developer's exchange of real property following Completion of the Authority Housing Lots at no cost to TIDA if and as needed to conform and correct the land boundaries to the final parcel maps); (iv) payment of the Developer Housing Subsidy in compliance with Section 6.1 of this Housing Plan; (v) recordation of Vertical DDAs on the Market Rate Lots specifying the number of Inclusionary Units to be built on the Market Rate Lots consistent with the applicable Sub-Phase Approval; and (vi) if applicable, completion of the CCRL Replacement Housing Units as set forth in Section 3.1(a) of this Housing Plan. Except as set forth in Section 3.1(a) of this Housing Plan, Developer shall have no obligation to Complete the CCRL Replacement Housing Units or the Authority Housing Projects. Developer shall have no obligation to Complete the Transition Units except as may be agreed to by Developer in accordance with Section 8.4 of this Housing Plan.

2.4 Developer Land Conveyances.

(a) Authority Housing Lots. The Completed Authority Housing Lots shall comprise acreage equal to approximately twenty- seven percent (27%) of the total acreage of the Residential Developable Lots on Treasure Island. The total expected acreage of the Residential Developable Lots and the Completed Authority Housing Lots is set forth on the Housing Map. All acreage described in this Housing Plan are buildable net acres including applicable setback areas as required by the Design for Development, but not including certain acreage as described in Section 1.51 of this Housing Plan.

(b) Major Phases. The approximate location and size of the Authority Housing Lots is set forth in the Housing Map, and may be revised as part of a Major Phase Approval or Sub-Phase Approval or otherwise as set forth in the DRDAP. The Housing Map has been designed and approved so as to maintain general proportionality in location and phasing between the development of Market Rate Units and Authority Housing Units at all times. Without limiting the foregoing, the Parties agree that in order to provide flexibility in implementation: (i) within each Major Phase, the Cumulative Total Authority Housing Acreage on Treasure Island shall not be less than twenty percent (20%), (ii) at the Second Inclusionary Milestone, the Cumulative Total Authority Housing Acreage on Treasure Island shall not be less than twenty-five percent (25%); and (iii) upon the Completion of all Major Phases, the Cumulative Total Authority Housing Acreage on Treasure Island shall not be less than twenty-seven percent (27%). For purposes of this Section, the Percentage of Cumulative Total

Authority Housing Acreage shall be calculated as follows: (i) the total acreage of the Authority Housing Lots on Treasure Island in a Major Phase Application plus the total acreage of all Completed Authority Housing Lots on Treasure Island in all previously Approved Major Phases, divided by (ii) the total acreage of all Residential Developable Lots on Treasure Island in that same Major Phase Application plus the total acreage of all Completed Residential Developable Lots on Treasure Island in all previously Approved Major Phases.

(c) Housing Data Table. In order to track Developer's compliance with this Housing Plan, Developer shall submit a Housing Data Table as part of each Major Phase Application and Sub-Phase Application that includes Residential Projects, in the form and containing the information set forth in Exhibit D. TIDA shall review and approve or disapprove the Housing Data Table in accordance with the procedures set forth in the DRDAP. Each Housing Data Table shall include the applicable information set forth in Exhibit D, including:

(1) The location and acreage for each Authority Housing Lot and each Market Rate Lot in that Major Phase or Sub-Phase, as applicable, and whether there are any proposed changes from the Housing Map or previous approvals;

(2) The percentage of acreage of Authority Housing Lot(s) to the acreage of Residential Developable Lots in that Major Phase or Sub-Phase, as applicable, and the Cumulative Total Authority Housing Acreage to date;

(3) The cumulative number of Developer Residential Units (including the number of Inclusionary Units) allocated for development on Market Rate Lots previously conveyed to Vertical Developers, and the number of Developer Residential Units (including the number of Inclusionary Units) allocated for development in that Major Phase or Sub-Phase, as applicable; and

(4) the anticipated location of each anticipated Residential Project within the Major Phase or Sub-Phase, as applicable, and the anticipated date for Completion of the Pre-Sale Infrastructure for each Authority Housing Lot, and for each such Residential Project, the anticipated acreage, height and density and the number of residential units, including the proposed number of Inclusionary Units.

(d) Concurrently with conveyance of property within a Sub-Phase to the Developer, TIDA at its election in accordance with the DDA, shall either (i) with Developer's reasonable consent, transfer the Authority Housing Lots to the Developer or (ii) retain the Authority Housing Lots. In connection with development of each Sub-Phase, if the Authority Housing Lots are transferred to Developer, Developer shall convey to TIDA Developer's interest in the Authority Housing Lots at no cost to TIDA upon Completion of the Pre-Sale Infrastructure for Authority Housing Lots in accordance with the procedures set forth below in Section 2.7(b) of this Housing Plan. If the Authority Housing Lots are retained by TIDA, Developer shall complete the Pre-Sale and Post-Sale Infrastructure on the Authority Housing Lots in accordance with the procedures set forth below in Section 2.8 of this Housing Plan.

2.5 Selection of Approved Sites.

(a) Developer has selected and TIDA has approved generally designated sites for the development of the Authority Housing Units as shown on the Housing Map (individually, an "Approved Site" and collectively, the "Approved Sites").

(b) In each Major Phase Application and Sub-Phase Application, Developer will confirm the location and size of the Approved Sites, or propose any changes to the Approved Sites with an explanation for the proposed change. Any proposed change will be shown on a revised Housing Map in the form of Exhibit E. The final Approved Sites shall be as set forth in each Sub-Phase Approval, and shall be the Authority Housing Lots in that Sub-Phase. Notwithstanding a Sub-Phase Approval, Developer may subsequently seek a substitution or alteration as set forth in Section 2.6 of this Housing Plan.

(c) Within sixty (60) days following the Completion of the Pre-Sale Infrastructure for Authority Housing Lot, Developer shall convey to TIDA (if applicable) Developer's interest in the applicable Authority Housing Lot.

2.6 Site Alteration Process. Developer may request to substitute an alternate Authority Housing Lot for any of the Approved Sites or to make material changes to the size or boundaries of an Approved Site, with a brief explanation as to why Developer is requesting the substitution or change. Any substitution or material change shall be subject to TIDA's review and approval, in its reasonable discretion if the request is made before or as part of a Sub-Phase Application, and in its sole discretion if the request is made at any time after receipt of a Sub-Phase Approval. In determining whether to approve a substitution or material change before or as part of a Sub-Phase Application, TIDA will consider, at a minimum, the following:

(1) Size. The alternative parcel should be approximately the same size as the parcel it is intended to replace (or, if it is different, then Developer shall show what other adjustment(s) are proposed to Approved Sites on the Housing Map to make up for the difference).

(2) Dimensions. Parcel dimensions shall be generally typical in shape as compared to Market Rate Lots, reflective of the block configuration.

(3) Frontages. Each parcel shall have a minimum of one (1) frontage that provides immediate vehicular access in a manner consistent with the Design for Development and immediate pedestrian access to a public walkway or right of way.

(4) Fiscal Impact. The alternative parcel or material change should not have a negative impact on the reasonably anticipated or proposed financing for the development of Affordable Housing Units on the site when compared to the original parcel.

(5) Dispersal of Affordable Units, Timing and Location. The alternative parcel, when compared to the site it is intended to replace, maintains the overall balance of providing Authority Housing Lots with access to transit, proximity to parks and other public amenities and that are dispersed throughout the Project Site, integrates the Affordable Housing Units and the Market Rate Units, and generally maintains the timing and proportionality

of Market Rate Lots and Authority Housing Lots relative to the Phasing Plan and the Schedule of Performance.

(6) Site Conditions. The proposed substitution or change should not result in a parcel that is more difficult or expensive to develop (i.e., sites that include the need for extensive retaining walls, subsurface improvements, ongoing monitoring responsibilities, or that cannot accommodate the contemplated parking or common areas).

(7) TIHDI Approval. If the proposed substitution or change is to an Authority Housing Lot that TIDA has designated for development by TIHDI, then TIDA will consult with TIHDI and take into account any reasonable objections raised by TIHDI.

(8) Other Matters. TIDA may consider such additional or unique matters as may arise during the course of the development of the Project.

2.7 Transfer of Authority Housing Lots.

(a) Retention of Authority Housing Lots. In the event that TIDA elects to retain the Authority Housing Lots it is anticipated that boundary corrections to the Authority Housing Lots and the Market Rate Lots will be required, and therefore the Parties agree to consummate such real property exchanges as may be required to correct the boundary lines promptly following Developer's Completion of the Pre-Sale Infrastructure on the Authority Housing Lots within each Sub-Phase. Within thirty (30) days after the Authority Housing Lot Completion Date, or such earlier or later date as may be agreed to by the Parties, TIDA and Developer shall execute and deliver any and all documents necessary for TIDA to own fee title to the Authority Housing Lots and for Developer to own fee title to the Market Rate Lots (including but not limited to any boundary adjustments, as needed).

(b) Transfer of Authority Housing Lots. In the event that TIDA transfers the Authority Housing Lots to Developer at the time of the Sub-Phase conveyance, Developer shall convey back to TIDA and TIDA shall accept Developer's interest in the Authority Housing Lots within sixty (60) days following the Completion of the Pre-Sale Infrastructure for the Authority Housing Lots (subject to Developer's delivery of the Authority Housing Lot in the physical and legal condition required under the DDA and this Housing Plan). Not less than ninety (90) days before the Authority Housing Lot Completion Date, Developer shall give TIDA notice of the availability of the Authority Housing Lot and shall include with such notice a preliminary title report for the Authority Housing Lot from a title insurance company approved by Developer and TIDA. TIDA shall, within thirty (30) days of receipt of notice of the availability of the Authority Housing Lot, notify Developer of any title exceptions listed on the title report that are not Approved Title Exceptions (the "Title Notice"). Developer shall execute and deliver to TIDA, within thirty (30) days following receipt of the Title Notice (but in no event earlier than the Authority Housing Lot Completion Date), an Affordable Housing Deed conveying all of Developer's right, title and interest in the Authority Housing Lot to TIDA subject only to the Approved Title Exceptions. Developer shall remove any title exception listed in the Title Notice that was caused by Developer or its Affiliates (or their respective agents or contractors) that is not an Approved Title Exception within this thirty (30)

day period, or such additional period as may be needed up to ninety (90) days. Upon TIDA's acceptance, TIDA shall record the Affordable Housing Deed.

2.8 Completion of Authority Housing Lots.

(a) Subject to the terms of the DDA, Developer shall Complete the Pre-Sale Infrastructure for the Authority Housing Lots as set forth in the Schedule of Performance and the applicable Sub-Phase Approval, and Developer shall Complete the Post-Sale Infrastructure or pay the Post-Infrastructure Liquidation Amount as set forth in subsections (d) or (e) below. The Parties understand and agree that the Pre-Sale Infrastructure on the Authority Housing Lots and the Market Rate Lots within a Sub-Phase shall be Completed at or around the same time, subject to variations as set forth in the applicable Sub-Phase Approval and the Phasing Plan.

(b) Developer and the TIDA agree to work together and keep the other informed as to the expected dates for the Completion of Pre-Sale and Post-Sale Infrastructure, the Authority Housing Lot Completion Date, the status of any pending tax credit applications, the closing date for the transfer of Market Rate Lots to Vertical Developers, the expected date for the Commencement of Market Rate Projects and Authority Housing Projects, and the expected payment date for the Developer Housing Subsidies. Without limiting the foregoing, Developer shall use good faith efforts to notify TIDA approximately six (6) months before the anticipated date of the Authority Housing Lot Completion Date.

(c) Not less than ninety (90) days before the Authority Housing Lot Completion Date, Developer shall give TIDA notice of the availability of the Authority Housing Lot and include with such notice a parcel map showing the Authority Housing Lot (and, if applicable, a preliminary title report as set forth in Section 2.7(b) of this Housing Plan).

(d) The Parties intend that Post-Sale Infrastructure on the Authority Housing Lots will be completed by Developer in coordination with the development of the Authority Housing Project on the Authority Housing Lot. Developer's obligation to Complete the Post-Sale Infrastructure will be secured by the Base Security and the Sub-Phase Security as set forth in the DDA, and TIDA shall provide Developer with all access needed to Complete the Post-Sale Infrastructure on the Authority Housing Lots. Developer shall coordinate the construction of the Post-Sale Infrastructure with the construction of the Authority Housing Project to ensure that (i) the Post-Sale Infrastructure is Completed on or before the Completion of the Authority Housing Project; and (ii) Developer's work does not interfere with or obstruct the Qualified Housing Developer's work during such construction to the maximum extent feasible. Notwithstanding the foregoing, if Developer has Completed all of the Pre-Sale Infrastructure in a Sub-Phase and has Commenced the Post-Sale Infrastructure on all of the Market Rate Lots in the Sub-Phase, then Developer shall have the right to Complete the Post-Sale Infrastructure on all of the remaining Authority Housing Lots in that Sub-Phase even though development of the applicable Authority Housing Projects has not yet Commenced. Developer may exercise such right by providing to TIDA not less than ninety (90) days notice of its intent to Commence the Post-Sale Infrastructure, and such right shall accrue unless (i) TIDA objects within thirty (30) days following TIDA's receipt of Developer's notice, and (ii) the Parties agree, within ninety (90) days following TIDA's objection, to a payment amount equal to the

anticipated cost of Completing the Post-Sale Infrastructure on the remaining Authority Housing Lots (the “Post-Sale Infrastructure Liquidation Amount”). The Parties shall meet and confer in good faith during the 90-day period (or such longer period as may be agreed to by the Parties) to reach agreement on the Post-Sale Infrastructure Liquidation Amount. Developer shall provide its estimate of such costs, together with reasonable backup documentation, based upon the Post-Sale Infrastructure Completed by Developer to date in that Sub-Phase. If the Parties are able to reach agreement on the Post-Sale Infrastructure Liquidation Amount, then Developer shall promptly pay this sum to TIDA and shall no longer have any obligation to Complete the Post-Sale Infrastructure on the applicable Authority Housing Lots. Upon receipt, TIDA shall contribute the Post-Sale Infrastructure Liquidation Amount to the applicable Authority Housing Projects for Completion of the Post-Sale Infrastructure and for no other purpose. If the Parties are not able to reach agreement on the Post-Sale Infrastructure Liquidation Amount within the time frame set forth above, then Developer shall have the right to Complete the Post-Sale Infrastructure on the Authority Housing Lots notwithstanding TIDA’s failure to Commence the applicable Authority Housing Projects.

(e) Developer shall also have the right to request at any time following the Completion of the Pre-Sale Infrastructure for an Authority Housing Lot the right to pay the Post-Sale Infrastructure Liquidation Amount in lieu of the obligation to Complete the Post-Sale Infrastructure for such Authority Housing Lot. If the Parties are able to agree upon the Post-Sale Infrastructure Liquidation Amount as set forth in subsection (d) above, then Developer shall pay this amount to TIDA at such time and thereafter be relieved of the obligation to Complete the applicable Post-Sale Infrastructure. TIDA shall use such funds for the Post-Sale Infrastructure, and for no other purpose, as set forth in subsection (d) above.

(f) If Developer has Completed all of the Pre-Sale Infrastructure in a Sub-Phase and has Commenced the Post-Sale Infrastructure on all of the Market Rate Lots in the Sub-Phase, and Developer has not yet begun the Post-Sale Infrastructure or paid the Post-Sale Infrastructure Liquidation Amount for one or more of the Authority Housing Lots in that Sub-Phase, then TIDA shall have the right, by giving Developer at least ninety (90) days notice, to require Developer to Complete the Post-Sale Infrastructure on the Authority Housing Lots in that Sub-Phase in accordance with the DDA and the Redevelopment Requirements. Developer shall Commence the Post-Sale Infrastructure within ninety (90) days following TIDA’s notice and diligently prosecute the same to Completion, in accordance with the DDA and the Redevelopment Requirements (and in a time frame generally consistent with the Completion of the Post-Sale Infrastructure on the Market Rate Lots but in no event later than 12 months following the date of Commencement of the Post-Sale Infrastructure). TIDA shall accept all Post-Sale Infrastructure in accordance with the process and procedures set forth in the DDA and the Treasure Island Subdivision Code for the acceptance of public infrastructure.

(g) If TIDA transfers the Authority Housing Lots to Developer as part of a Sub-Phase conveyance, Developer shall take such actions as may be reasonably requested by TIDA (including the early transfer of the applicable real property or entering into binding agreements for the transfer of the real property) to provide evidence of site control for TIDA, TIHDI or a Qualified Housing Developer or as otherwise may be needed in connection with any financing application for an Authority Housing Lot, provided that Developer shall assume no liability relating to any such application or the failure to obtain financing.

2.9 Maintenance of Affordable Housing Lots.

Following Completion and conveyance to TIDA, TIDA shall maintain or cause to be maintained the Authority Housing Lots in a safe and orderly condition free from debris and unsightly vegetation.

3. AFFORDABLE HOUSING DEVELOPMENT

3.1 TIDA Development of Authority Housing Units.

(a) TIDA may construct or cause to be constructed by Qualified Housing Developers or TIHDI up to Two Thousand One Hundred Five (2,105) Authority Housing Units on the Authority Housing Lots (or 26.3% of the maximum build-out of the Project Area with Eight Thousand (8,000) Residential Units). The mix of For-Sale and For-Rent Residential Units, the size of the Authority Housing Units, whether the Authority Housing Units are senior or family units and the allocations of Authority Housing Units among affordability levels shall be determined by TIDA in the exercise of its sole and absolute discretion in accordance with applicable State law, including the CCRL Replacement Housing Obligation, provided that TIDA shall ensure that (i) no fewer than six percent (6%) of all Residential Units developed in the Project Area are affordable to very low income households (defined in CCRL section 50105) as required by CCRL section 33413, and (ii) the Transition Rules and Regulations are properly implemented. Notwithstanding anything to the contrary set forth above, the Parties have agreed to the following to ensure that TIDA can satisfy the CCRL Replacement Housing Obligation:

(1) Developer shall not demolish any housing units on YBI until Developer has (i) obtained a Sub-Phase Approval for the first Sub-Phase that includes an Authority Housing Lot large enough to build not fewer than 55 Affordable Housing Units, the real property in that Sub-Phase is conveyed to Developer, Developer has Commenced the construction of Infrastructure in that Sub-Phase, and the Schedule of Performance requires that the Pre-Sale Infrastructure for the applicable Authority Housing Lot on Treasure Island will be Completed within twenty-four (24) months, or (ii) TIDA has approved an alternative means of meeting the CCRL Replacement Housing Obligation;

(2) Developer shall not have the right to rely on a Developer Extension or Economic Delay to extend the date of Completion of the Pre-Sale Infrastructure for the Authority Housing Lot designated for satisfaction of the CCRL Replacement Housing Obligation related to the demolition of the YBI units;

(3) Notwithstanding the five (5) year deferral on the payment of the Developer Housing Subsidy as set forth in Section 6.1 of this Housing Plan, TIDA shall have the right to all of the accrued Developer Housing Subsidy during such five (5) year period as and when needed to Complete the first Authority Housing Project (including, at TIDA's sole discretion, a smaller number of Authority Housing Units than contemplated on the Housing Map if TIDA elects to develop a smaller project);

(4) If TIDA reasonably believes that TIDA or TIHDI, as applicable, will not be able to complete the first Authority Housing Project in time to satisfy the

CCRL Replacement Housing Obligation for the demolished YBI housing units, the Parties shall designate Inclusionary Units as the required replacement housing, and the cost to Developer of any required decrease in the Affordable Housing Cost for any Inclusionary Unit will be credited against the next Developer Housing Subsidy payable by Developer. Developer shall include in the Vertical DDAs entered into before satisfaction of the CCRL Replacement Housing Obligation related to the demolition of the YBI units the ability for Developer to adjust the Affordable Housing Costs level for Inclusionary Units required in such Vertical DDA (and not yet Completed or sold to occupying households) in order to meet this requirement. Upon any such adjustment in the Affordable Housing Cost level for an Inclusionary Unit, Developer (or Vertical Developer, if applicable) shall provide evidence of the increased cost to Developer (or Vertical Developer) and the parties shall meet and confer in good faith to reach agreement on the amount of such cost. If the Parties are not able to agree on the cost within sixty (60) days, then either Party shall have the right to initiate arbitration to determine the cost in accordance with section __ of the DDA;

(5) If TIDA is not able to satisfy the CCRL Replacement Housing Obligation for the demolished YBI housing units notwithstanding the agreement in clauses (1) through (4) above, then Developer shall be required, upon TIDA's request, to Complete the first Authority Housing Project on the Authority Housing Lot as needed to satisfy the CCRL Replacement Housing Obligation, provided (i) Developer shall be permitted to develop the Authority Housing Project with only as many Affordable Housing Units as may be required to satisfy the CCRL Replacement Housing Obligation but Developer may increase the number of Affordable Housing Units to the extent there is available Developer Housing Subsidy to Complete such larger project, and (ii) TIDA and Developer shall meet and confer in good faith to reach agreement on the number of additional Affordable Housing Units to be built and the cost of building such Affordable Housing Units. If the parties are not able to reach agreement on the number or cost of additional Affordable Housing Units to be built within sixty (60) days, and TIDA still wants Developer to Complete the Affordable Housing Units to satisfy the CCRL Replacement Housing Obligation, then Developer shall only be obligated to build the number of Affordable Housing Units needed to satisfy the CCRL Replacement Housing Obligation for the demolished YBI housing units and Developer shall retain and use existing or future Developer Housing Subsidy as needed to Complete the Authority Housing Project, and such Developer Housing Subsidy used by Developer shall no longer be due or payable to TIDA. If Developer constructs a smaller number of Residential Units than contemplated by the first Authority Housing Project, then Developer agrees to work with TIDA in good faith, at no additional cost to Developer, to position and minimize the footprint of Developer's project to allow TIDA to build additional Affordable Housing Units on the Authority Housing Lot if feasible; and

(6) With regard to any occupied housing on Treasure Island, Developer shall not have the right to demolish such housing until any Transitioning Households occupying that housing have moved to new or alternative housing in accordance with the Transition Housing Rules and Regulations.

(b) TIDA shall have the right to construct or cause the construction of the number of Authority Housing Units on an Authority Housing Lot as TIDA shall determine in its sole discretion, provided that such construction is not in excess of the 2,105 Authority Housing Units permitted by the Redevelopment Requirements (subject to the DDA provisions

allowing for a greater number of Authority Housing Units if certain conditions are met) and is supportable by the Infrastructure applicable to such Authority Housing Lot.

3.2 Authority Housing Project Design. On or before submission to the TIDA Board, TIDA or TIHDI, as applicable, shall submit proposed Schematic Design Drawings for each proposed Authority Housing Project to Developer for review and comment. Developer's review shall be reasonable and shall be limited to conformity with the Redevelopment Requirements. If Developer believes that any Design Drawings are not consistent with the Redevelopment Requirements, Developer shall provide a written statement of the inconsistencies and a statement of the changes needed in order to cause the Authority Housing Project to be consistent with the Redevelopment Requirements. Developer shall review and provide any comments within thirty (30) days of submission to Developer. Notwithstanding anything to the contrary above, TIDA shall have the right to approve or reject the Schematic Design Drawings notwithstanding any Developer objection, provided that the Schematic Design Drawings are consistent with the Redevelopment Requirements.

3.3 Uses of Authority Housing Lots. The Authority Housing Lots shall only be used for development of Authority Housing Units, provided that the Authority Housing Projects may contain Parking Spaces and ancillary uses such as child care, social services or related tenant-serving uses consistent with the Redevelopment Requirements. Ancillary neighborhood retail uses may only be developed on the Authority Housing Lots with the consent of the Developer. TIDA shall record restrictions on the Authority Housing Lots to ensure that the Affordable Housing Units remain affordable in accordance with the requirements of CCRL section 33334.3. TIDA shall record covenants on Transition Units that do not initially qualify as Affordable Housing Units (based on the income level of the applicable Transitioning Household) to make them Affordable Housing Units immediately upon the vacancy or departure of the initial Transitioning Household. TIDA will not subordinate its fee interest in the Authority Housing Lots to any financing lien; provided, however, the affordability restrictions may, in accordance with the requirements of CCRL section 33334.14 and in TIDA's sole discretion, be subordinated to construction and permanent financing related to the development of an Authority Housing Project.

3.4 Requirements for Authority Housing Projects. TIDA shall require all Qualified Housing Developers to comply with the applicable requirements of the DDA and this Housing Plan, including but not limited to the Redevelopment Requirements. Each Authority Housing Project will be developed under a lease disposition and development agreement approved by TIDA and similar in form to the Vertical DDA attached to the DDA.

4. VERTICAL HOUSING PROGRAM

4.1 Unit Mix. Vertical Developers may develop up to Five Thousand Six Hundred (5,600) Market Rate Units in the Project Area. The Vertical DDAs for the Market Rate Projects will require a mix of For Sale and Rental Residential Units, provided that, at the time of Approval of each Major Phase, not less than ten percent (10%) of the Developer Residential Units designated to date shall be For Rent, subject to any deviations as may be agreed to by the TIDA Director in his or her discretion. Units shall be considered designated For Rent; (i) if located on a Lot that has not been transferred to a Vertical Developer, they are identified in an

Approved Housing Data Table as For Rent, and (ii) if located on a Lot that has been transferred to a Vertical Developer, the Vertical DDA for that Lot requires the Units be For Rent.

The Housing Data Table submitted with each Major Phase and Sub-Phase will provide the permitted number of Developer Residential Units, including the number of Inclusionary Units, per Market Rate Lot. The Housing Data Table shall also provide the breakout between the number of For-Rent and For-Sale Units. Developer may revise these numbers at any time before TIDA's Approval of a Vertical DDA and the corresponding transfer of a Market Rate Lot to a Vertical Developer, subject to the prior written Approval of TIDA in accordance with this Housing Plan and the DRDAP. The final number of Market Rate Units and Inclusionary Units, and the Affordability level of each Inclusionary Unit, will be included in each Vertical DDA and recorded against the Market Rate Lot before issuance of the first certificate of occupancy for the applicable Market Rate Project.

4.2 Vertical DDA. Each Vertical Developer of a Market Rate Lot shall enter into a Vertical DDA approved by TIDA before or in connection with the conveyance of the applicable real property to a Vertical Developer and before the start of development of that Residential Developable Lot. The Vertical DDA will be in the form required under section 4.1 of the DDA and shall specify, among other things (i) the maximum number of Market Rate Residential Units to be developed on the Residential Developable Lot, (ii) if applicable, the minimum number of Inclusionary Units to be developed on the Residential Developable Lot (consistent with Section 5.1(a) of this Housing Plan), (iii) if applicable, the Affordability level of each Inclusionary Unit (consistent with Section 5.1(a) of this Housing Plan), (iv) the maximum number of Parking Spaces that can be developed on the Residential Developable Lot, and (v) TIDA's right to approve the location of the Inclusionary Units before recordation of the Rental Inclusionary Restrictions or the Sale Inclusionary Restrictions as set forth in Section 5.1(e) of this Housing Plan.

4.3 Vertical Developer Discretion. Vertical Developers will have the flexibility to select the size and type of Residential Units, subject to the Redevelopment Requirements and the approved Vertical DDA. Vertical Developers may also adjust the number of Market Rate Residential Units so long as they do not exceed the maximum number of Market Rate Residential Units set forth in the Vertical DDA, provided, any such adjustment shall not change the Subsidy payment obligations of Developer as set forth in this Housing Plan.

5. INCLUSIONARY HOUSING REQUIREMENTS

5.1 Inclusionary Housing Requirements.

(a) Development of Inclusionary Units. Five percent (5%) of all Developer Residential Units shall be Inclusionary Units, with an average Affordable Housing Cost for the For-Sale Inclusionary Units Affordable to households with incomes not exceeding one hundred percent (100%) of Area Median Income and an Affordable Housing Cost for the For-Rent Inclusionary Units Affordable to households with incomes not exceeding sixty percent (60%) of Area Median Income (the "Inclusionary Obligation").

(b) Developer Flexibility. Developers shall not be required to include any Inclusionary Units within the Non-Inclusionary Projects. Developer shall have discretion to determine the exact number of Inclusionary Units to be developed on each Market Rate Lot and the Affordable Housing Cost and income qualification level of each Inclusionary Unit, provided that (i) the Housing Data Table to be provided with each Major Phase and Sub-Phase Application shall identify the location of the Market Rate Lots containing Inclusionary Units, the number of Inclusionary Units, and for Sub-Phase Applications only, the Affordable Housing Costs and income qualification levels for the Inclusionary Units (and whether they are For-Sale or Rental Inclusionary Units), and the Inclusionary Unit allocation shall be in accordance with the Approved Housing Data Table subject to any subsequent revisions Approved by TIDA as set forth in the DRDAP, (ii) the number of Inclusionary Units in each Market Rate Project, excluding the Non-Inclusionary Projects, shall range from five percent (5%) to no more than ten percent (10%) of the total For-Sale Units and to no more than twenty percent (20%) of the total For-Rent Units within that Market Rate Project (subject to TIDA's right to require a higher number of Inclusionary Units in a Market Rate Project if required following Developer's failure to meet an Inclusionary Milestone as set forth in subsection (c) below); and (iii) Developer can demonstrate that the Inclusionary Obligation has been or will be satisfied at each Inclusionary Milestone as set forth in Section 5.1(c) of this Housing Plan.

(c) Inclusionary Milestones. Developer shall demonstrate compliance with the Inclusionary Obligation at each Inclusionary Milestone, which are the dates of the conveyance to Vertical Developers of Market Rate Lots allowing for the development of (i) two thousand sixty five (2,065) Developer Residential Units, (ii) two thousand nine hundred fifty (2,950) Developer Residential Units, (iii) four thousand four hundred twenty (4,420) Developer Residential Units, and (iv) the last Residential Developable Lot (each, an "Inclusionary Milestone"). Developer shall demonstrate compliance with the Inclusionary Obligation at each Inclusionary Milestone by providing TIDA with executed Vertical DDAs stating the required number of Inclusionary Units and the required Affordable Housing Cost and income qualification levels for those units, as well as the maximum number of Developer Residential Units allowed in the Vertical DDAs. If for any reason, the number of Inclusionary Units is less than five percent (5%) or the average Affordable Housing Cost level is higher than one hundred percent (100%) of Area Median Income for the For Sale Units at any one of the Inclusionary Milestones, then TIDA may, in its discretion, delay Approval of the next Major Phase or Sub-Phase Application, as the case may be, until TIDA has Approved a plan prepared by Developer to achieve the required number of Inclusionary Units as soon as reasonably possible in light of market conditions but in no event later than the next Inclusionary Milestone. As part of the Approved plan, TIDA may allow exceptions to the requirements in this Housing Plan, including, but not limited to an increase in the percentage of Inclusionary Units exceeding the maximum percentages set forth in Section 5.1(b) above, the inclusion of Inclusionary Units in Non-Inclusionary Projects, Affordable Housing Costs lower than the ranges set forth in 5.1(f), as needed in order to bring the Project into compliance with the Inclusionary Obligations within a reasonable period of time. TIDA may also require Developer to record Notices of Special Restrictions on Lots that are Completed but not yet sold to a Vertical Developer setting forth the required number of Inclusionary Units for such Lots. Developer's proposed plan for achieving the Inclusionary Housing obligation shall be presented to TIDA no later than thirty (30) days after the Inclusionary Milestone in which the Inclusionary Obligation was not met.

(d) Recordation of Inclusionary Restrictions. Developer shall impose the Inclusionary Obligation on each Vertical Developer of a Market Rate Lot excluding the Non-Inclusionary Projects. The obligation will be imposed in the Vertical DDA for the Market Rate Lot and shall include the following (i) the designated number and Affordable Housing Cost level of Inclusionary Units to be developed on that Market Rate Lot, (ii) whether the Market Rate Units (and thereby the Inclusionary Units) will be For Rent or For Sale and the minimum term of the Inclusionary Obligation, and (iii) specifying TIDA's right to approve the location of each Inclusionary Unit.

(e) Financing Inclusionary Units. Vertical Developers are responsible for financing the development of the Inclusionary Units included within their Market Rate Residential Projects and may access financing sources such as Four Percent (4%) Low Income Housing Tax Credits, Tax Exempt Bond proceeds and other sources of below market rate housing financing, to the extent the Market Rate Residential Project qualifies for such financing and such financing is available. TIDA has no obligation to provide any funding to Vertical Developers for the construction of Inclusionary Units or otherwise.

(f) Continued Affordability of Inclusionary Units. No later than the first rental or sale of an Inclusionary Unit, Vertical Developers will record against the Inclusionary Unit, as applicable, either (1) for For-Rent Units, the Declaration of Restrictions for Rental Inclusionary Units (the "Rental Inclusionary Restrictions"), or (2) for For-Sale Units, the Declaration of Restrictions for Sale Inclusionary Units, together with the Short Form Deed of Trust and Assignment of Rents, the Addendum to Deed of Trust and the Promissory Note secured by Deed of Trust (the "Sale Inclusionary Restrictions"). The Rental Inclusionary Restrictions shall remain in effect for fifty-five (55) years from the first rental of the Residential Unit, and the Sale Inclusionary Restrictions shall remain in effect for forty-five (45) years from the first sale of the Residential Unit, as more particularly described in each Declaration. Vertical Developers will, upon recordation, provide to TIDA a copy of the Rental Inclusionary Restrictions and the Sale Inclusionary Restrictions. Upon the sale of each For-Sale Inclusionary Unit, the Vertical Developer shall promptly provide to TIDA a copy of the recorded grant deed as well as the above recorded documents showing the date of recording and the document numbers. Sale Inclusionary Units shall be Affordable to households with incomes permitted by the specified Affordable Housing Cost for that Inclusionary Unit, which will range between eighty percent (80%) to one hundred twenty percent (120%) of the Area Median Income and will average no higher than one hundred percent (100%) at each Inclusionary Milestone.

(g) Comparability. The Inclusionary Units shall be intermixed and dispersed throughout the Project Site in locations approved by TIDA, and will be indistinguishable in exterior appearance from the Market Rate Units in the same Residential Project. The Inclusionary Units and the Market Rate Units in the same Residential Project with the same Household Size shall be substantially similar in size, type, amenities and overall quality of construction, but interior features need not be the same as those of the Market Rate Units as long as such features are of good quality and are consistent with the Redevelopment Requirements.

(h) Marketing and Operations Guidelines. A Vertical Developer may not market, rent or sell Inclusionary Units until TIDA has Approved the following for such

Inclusionary Units: (i) the marketing plan; (ii) conformity of the rental charges and purchase prices for such Inclusionary Units with this Housing Plan; (iii) conformity of purchase prices or rental charges for Parking Spaces with this Housing Plan; (iv) eligibility and income-qualifications of renters and purchasers (collectively "Marketing and Operations Guidelines"). The Marketing and Operating Guidelines shall conform to SFRA's Residential Inclusionary Housing Monitoring and Procedures Manual, a copy of which is attached hereto as Exhibit G, as amended to the extent such amendments are permitted under the Development Agreement. Vertical Developers shall submit the Marketing and Operations Guidelines to TIDA not later than ninety (90) days before the date Vertical Developer expects to begin marketing the Inclusionary Units. TIDA shall review and consider Approval of the Marketing and Operations Guidelines in accordance with the Vertical DDA and this Housing Plan.

(i) Homeowners' Association Assessments. The initial amount of contributions to a homeowners association required to be made by a purchaser of an Inclusionary Unit shall not be increased for a period of one year following the date that fifty one percent (51%) of all of the Units in the Residential Project have been sold to an owner/occupant, provided, however, any such provisions shall be subject to the approval of the California Department of Real Estate. Neither Developer nor any Vertical Developer shall be required to make any contribution to any homeowners' association to cover payment amounts that are due and owing by the purchasers of Inclusionary Units.

6. FINANCING OF AFFORDABLE HOUSING UNITS

6.1 Developer Housing Subsidy.

(a) Payment of Developer Housing Subsidy. The Developer Housing Subsidy shall accrue and be payable by Developer to TIDA upon each transfer of a Market Rate Lot to a Vertical Developer, including Developer and its Affiliates, provided that for transfers during the first five (5) years following the first Sub-Phase Approval, the Developer Housing Subsidy shall accrue but shall not be payable until the earlier of (i) the date that is five (5) years following the first Sub-Phase Approval, (ii) forty-five (45) days after TIDA provides notice that it requires all or a portion of the accrued Developer Housing Subsidy to fulfill the CCRL Replacement Housing Obligation, to develop TIHDI Affordable Housing Units, or to implement the Transition Housing Rules and Regulations, including predevelopment and administrative expenses as needed and (iii) an Event of Default by Developer. If TIDA requests payment pursuant to subsection (ii) above, Developer shall pay to TIDA the amount of the funds requested up to the accrued balance of the Developer Housing Subsidy. Developer may, before making any payment pursuant to subsection (ii) above, request evidence from TIDA verifying the amount requested is necessary for the purposes set forth in the request and that no other affordable housing funds are reasonably available to TIDA from the Project for such requested activity. The amount of the Developer Housing Subsidy shall be calculated in accordance with Section 1.22. Except as set forth above, the Developer Housing Subsidy shall be paid by Developer to TIDA at the closing for each transfer of a Market Rate Lot, and TIDA may condition its Approval of the transfer of a Market Rate Lot on receipt of the required Developer Housing Subsidy.

(b) Use of Developer Housing Subsidy. TIDA shall use the Developer Housing Subsidy for predevelopment and development expenses and administrative costs associated with the construction of the Authority Housing Projects on the Authority Housing Lots and for implementation of the Transition Housing Rules and Regulations, and for no other purpose. TIDA shall maintain reasonable books and records to account for all expenditures of the Developer Housing Subsidy, and make such books and records available to Developer upon request. Developer shall maintain reasonable books and records to account for all payments of the Developer Housing Subsidy, and shall make such books and records available to TIDA upon request.

6.2 Designated Tax Increment. Twenty Percent (20%) of the Tax Increment generated in the Project Area shall be deposited into a Low and Moderate Income Housing Fund controlled by TIDA in accordance with CCRL section 33334.2. All funds deposited into the Low and Moderate Income Housing Fund shall be used by TIDA for administrative, predevelopment and development costs associated with the construction of the Affordable Housing Units meeting the requirements of the CCRL on the Authority Housing Lots, and shall not be used to reimburse Developer for any of Developer's costs in Completing Pre-Sale or Post-Sale Infrastructure on the Authority Housing Lots. If during the term of the Redevelopment Plan, there is available Tax Increment from the development of the Project Area that is not required to pay for other Approved Project Costs in accordance with the Financing Plan, then TIDA may designate such available Tax Increment for use in funding the construction of Authority Housing Units on the Authority Housing Lots or other uses permitted under the Financing Plan.

6.3 Jobs-Housing Linkage Fees. The commercial development within the Project Area is anticipated to generate Jobs-Housing Linkage fees to be paid into a housing fund held by TIDA in accordance with the DDA. TIDA shall use all fees payable under the Jobs-Housing Plan from the development of the Project Area for the development of Authority Housing Projects on the Authority Housing Lots and the implementation of the Transition Housing Rules and Regulations in accordance with this Housing Plan.

6.4 Affordable Housing Loan Fund. To facilitate the design and construction of the Affordable Housing Units and the implementation of the Transition Housing Rules and Regulations, Developer shall provide and make available to TIDA within thirty (30) days following the first Sub-Phase Approval a revolving loan fund in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) to be administered by TIDA or by a designee of TIDA Approved by Developer (the "Affordable Housing Loan Fund"). TIDA or its designee shall maintain the Affordable Housing Loan Fund in a segregated interest-bearing account, with interest earned to be retained in the account and added to the Affordable Housing Loan Fund. TIDA shall use the Affordable Housing Loan Fund for the Authority Housing Projects and for the implementation of the Transition Housing Rules and Regulations, including payment of administrative costs such as consultant costs and planning costs, to pay benefits to Transitioning Households and other related costs, and to pay construction costs for the Transition Housing Units. TIDA may also make loans to Qualified Housing Developers to aid their development activities, with such loans to be repaid when sufficient capital sources are available to finance the Authority Housing Projects. TIDA shall maintain books and records to account for all revenues and expenditures from the Affordable Housing Loan Fund and make all such records available to

Developer upon request. The amounts deposited in the Affordable Housing Loan Fund by the Developer shall be credited against all future payments of the Developer Housing Subsidy without interest until the credit is exhausted. Developer shall not be responsible for any loan losses, write-offs or any other diminution in the balance of the Affordable Housing Loan Fund and has no obligation to replenish the Affordable Housing Loan Fund once established. TIDA may choose at any time to use amounts in the Affordable Housing Loan Fund to directly pay for construction costs relating to the Authority Housing Units, and any remaining balance shall be used by TIDA to fund the construction of the Authority Housing Units.

7. VERTICAL DEVELOPMENT PARKING REQUIREMENTS

7.1 Separation. All Parking Spaces constructed by Vertical Developers (not including TIDA, TIHDI or a Qualified Housing Developer) shall be “unbundled” (i.e., purchased or rented separately from a Unit within such Residential Project). For the Authority Housing Projects, TIDA, TIHDI or the Qualified Housing Developer shall have the right to bundle a Parking Space with an Authority Unit if required in connection with the financing of the Authority Housing Project. Vertical Developers shall have the sole discretion to determine whether Parking Spaces in a Market Rate Lot are available for rent or purchase, if parking is offered.

7.2 Parking Charge.

(a) Market Rate and Inclusionary Units. The Vertical Developer of the Market Rate Lot will determine, in its sole discretion, the charge for Parking Spaces that are owned or developed by the Vertical Developer. The rental charge or purchase price for each Inclusionary Unit shall not include the Parking Charge, and the Parking Charge to a renter or purchaser of an Inclusionary Unit shall be the same as the Parking Charge charged to a renter or purchaser of a Market Rate Unit for a comparable Parking Space. Vertical Developers (and their successors) may not charge renters or purchasers of Inclusionary Units any fees, charges or costs, or impose rules, conditions or procedures on such renters or purchasers, that do not equally apply to all Market Rate renters or Purchasers.

(b) Authority Housing Units. In the event TIDA, TIHDI or a Qualified Housing Developer constructs Parking Spaces as part of or in connection with an Authority Housing Project, TIDA, TIHDI or the Qualified Housing Developer may set the Parking Charge for such Parking Spaces at its sole discretion and choose whether to include the Parking Charge as part of the calculation of Affordable Housing Costs.

7.3 Parking Ratio. The permitted parking ratio for Market Rate Lots and for Authority Housing Lots shall be one Parking Space per Residential Unit, and at no time during the development of the Project shall the parking ratio for Residential Units exceed one Parking Space for each Residential Unit. TIDA, TIHDI or a Qualified Housing Developer may elect to build Parking Spaces on the Authority Housing Lots and Vertical Developers may elect to build Parking Spaces on the Market Rate Lots. To the extent that Developer or Vertical Developer construct or cause to be constructed Parking Spaces in a central garage for use by multiple Residential Projects, Vertical Developers, TIDA, TIHDI or the Qualified Housing Developer may contract with the owner of such central garage to rent or purchase spaces in the garage for

use by residents of the Market Rate Projects and Authority Housing Projects; provided, however, that (i) the number of spaces constructed on the Market Rate Lots and the number of spaces constructed in a central garage and dedicated to the Market Rate Projects cannot exceed the number of Residential Units constructed on the Market Rate Lots, and (ii) the number of spaces constructed on the Authority Housing Lots and the number of spaces constructed in a central garage and dedicated to the Authority Housing Projects cannot exceed the number of residential units constructed on the Authority Housing Lots. If and to the extent TIDA (or TIHDI) does not wish to construct the full entitlement of Parking Spaces permitted on an Authority Housing Lot and does not wish to use this permitted entitlement on another Authority Housing Lot or on other TIDA property in the Project Site, then Developer shall have the right to use the unused parking entitlement within the Project Site for a Market Rate Lot subject to terms and conditions agreed upon by the Parties.

7.4 Inclusionary Parking Allotment. For each Market Rate Project containing Inclusionary Units, the number of Parking Spaces first offered to renters or purchasers of Inclusionary Units shall be equal to the number of Inclusionary Units in the Market Rate Project, divided by the number of Residential Units in the Market Rate Project, times the total number of Parking Spaces associated with the Market Rate Project. Allotments yielding a fractional number of Parking Spaces of less than 0.5 may be rounded downwards, while allotments of 0.5 or above shall be rounded upwards. The Parking Spaces reserved for Inclusionary Units must be first offered to Inclusionary Units. In the event that, after all Inclusionary Units have been offered an opportunity to rent or purchase the Parking Spaces in the Inclusionary Parking Allotment, there are Parking Spaces that have not been rented or sold, the Vertical Developer may sell or rent those Parking Spaces in any manner the Vertical Developer chooses.

7.5 Transit Passes. Residents of Market Rate Units and Inclusionary Units shall be required to purchase a Prepaid Transit Voucher, the cost of which shall not be included in determining the Affordable Housing Cost for the Inclusionary Unit. Residents of the Affordable Housing Units will not be charged for, nor will they receive, a Prepaid Transit Voucher, but they will have an opportunity to purchase a Transit Voucher at the same price as the price offered to other residents in the Project Area.

7.6 Congestion Pricing. As set forth in the Transportation Plan, all residents in the Project Area will be subject to Congestion Pricing and residents of Inclusionary Units and the Affordable Housing Units will not receive any discount or reduction in the Congestion Pricing.

8. TRANSITION HOUSING

8.1 Transition Housing Plan. TIDA has adopted Transition Housing Rules and Regulations to govern TIDA's obligations regarding the Transitioning Households, which rules shall not be amended in a manner that materially impacts Developer without Developer's Approval. The Transition Housing Rules and Regulations provide certain benefits to Transitioning Households, including the opportunity to occupy Transition Units in the Project Area, moving benefits and down payment assistance. Developer and TIDA have estimated the costs of implementing the Transition Housing Rules and Regulations and have included those costs as part of the Developer Housing Subsidy.

8.2 Transition Benefits. Under the Transition Housing Rules and Regulations, TIDA shall offer all Transitioning Households Transition Benefits (as defined in the Transition Housing Rules and Regulations). Transition Benefits include the opportunity to rent a unit on Treasure Island, the opportunity to purchase a newly constructed unit within the Project Area, or the opportunity to select an in lieu payment, as more particularly described in the Transition Housing Rules and Regulations.

8.3 No Damages. Nothing in this Housing Plan or the Transition Rules and Regulations gives any person or tenant, including any member of any Transitioning Household, the right to sue TIDA, TIHDI or Developer for damages of any kind, including but not limited to actual, incidental, consequential, special or punitive damages. The Parties have determined and agreed that (i) monetary damages are inappropriate, (ii) equitable remedies and remedies at law, including specific performance but excluding damages, are particularly appropriate remedies for enforcement of tenant rights under the Transition Rules and Regulations, (iii) the payment of damages would, if made, adversely impact the amount of Affordable Housing Units that could be developed on the Project Site, and (iv) TIDA, TIDHI and Developer would not have made the commitments to tenants set forth in the Transition Rules and Regulations if it could subject them liability for damages as a result thereof. Accordingly, notwithstanding anything to the contrary set forth in this Housing Plan or the Transition Rules and Regulations, neither TIDA, TIHDI nor Developer shall be liable in damages to any person or tenant as a result of the failure to implement this Housing Plan or the Transition Rules and Regulations in any manner. The foregoing shall not limit any rights or remedies available to persons or tenants under applicable law, including CCRL.

8.4 Implementation.

(a) Order; Costs. TIDA shall use good faith efforts to first transition households that are located on land to be transferred to the Developer as set forth in the Phasing Plan. Subject to the terms of this Housing Plan, TIDA shall be responsible for all costs associated with the implementation of the Transition Housing Rules and Regulations, including, to the extent applicable, payment of relocation benefits under the Uniform Relocation Act, if applicable, and California Government Code section 7260 et seq. and its implementing guidelines. The Parties understand and agree that all of the costs of implementing the Transition Housing Rules and Regulations shall be funded with the Developer Housing Subsidy or other Project-generated affordable housing funds, and implementation of the Transition Housing Rules and Regulations may be delayed until such time as there are sufficient Developer Housing Subsidy or other Project-generated affordable housing funds available.

(b) Construction. Except as set forth in this Housing Plan, TIDA shall be responsible for the construction of the units offered to Transitioning Households in accordance with the Transition Housing Rules and Regulations, including the obligation to construct sufficient units of the appropriate size based on the occupancy standards in the Transition Housing Rules and Regulations. To the extent Transitioning Households qualify for occupancy of Affordable Housing Units, Affordable Housing Units will be Transition Units as set forth in Section 3.3 above. For any Transition Unit that is not an Affordable Housing Unit at inception, each such Transition Unit will be deed restricted so that it will become an Affordable Housing Unit immediately upon the vacancy of the Transitioning Household. Without limiting

Developer's obligations under the DDA, Developer shall use good faith efforts to ensure that the Authority Housing Lots are Completed, and TIDA shall use good faith efforts thereafter to ensure that Authority Housing Projects are Completed for the Transitioning Households, at the times required for development of the Major Phases and Sub-Phases as contemplated in the DDA.

(c) Timing; Delay. Notwithstanding anything to the contrary in this Housing Plan, Developer shall not demolish any existing occupied residential unit on YBI or Treasure Island until the Transition Housing Rules and Regulations are complied with respect to such occupied residential unit and the Transitioning Household has received its Transition Benefits (receipt of Transition Benefits available for an Interim Move, as defined in the Transition Housing Rules and Regulations, will satisfy this obligations). In the event that Developer's construction of the Project is delayed as a result of TIDA's inability to implement the Transition Housing Rules and Regulations, the Parties agree to meet and confer in order to determine how best to proceed with the Project in the most efficient and cost-effective manner, provided that (i) TIDA and TIHDI shall have no liability to Developer for the failure to Complete any Transition Units on or before specified dates, and (ii) Developer shall have the right, but not the obligation, to offer Market Rate Units, and for income-qualifying Transitioning Households, Inclusionary Units, as may be needed in order to implement the Transition Housing Rules and Regulations and permit Developer to demolish existing units sooner than would otherwise be possible under this Housing Plan.

(d) Potential Developer Construction. TIDA may request that Developer construct the Transition Units on Authority Housing Lots in order to facilitate the implementation of the Transition Housing Rules and Regulations, provided TIDA shall not request that Developer construct any such Transition Units if such construction is not required for the development of Market Rate Units in an Approved Sub-Phase in accordance with this Housing Plan. If TIDA requests that Developer construct the Transition Units and the Developer agrees to perform such construction, the costs of such construction shall be a Project Cost and either (i) an advance payment of the Developer Housing Subsidy in an amount agreed to by the Parties or (ii) subject to such alternative financial arrangement as agreed to by the Parties.

(e) Potential Subsidy Advance. TIDA may also request from time to time that the Developer provide an advance of the Developer Housing Subsidy, in excess of the amounts deposited in the Affordable Housing Loan Fund and in excess of any payments required under Section 3.1 of this Housing Plan, if necessary to implement the Transition Housing Rules and Regulations, including the payment of reasonable administrative costs associated with the Transition Housing Rules and Regulations, the payment of benefits to Transitioning Households and costs associated with the construction of the Transition Units. Before requesting any advance of the Developer Housing Subsidy, TIDA shall first use any funds available in the Affordable Housing Loan Fund that have not been pledged for the construction of an Authority Housing Project that has already Commenced construction. Developer shall be required to advance the sums requested by TIDA for implementation of the Transition Housing Plan if the funds are necessary to provide benefits to Transitioning Households required to move in order for Developer to proceed with residential or commercial development in an Approved Sub-Phase, unless the Developer chooses to delay proceeding with that Sub-Phase if and as permitted by the Schedule of Performance and Excusable Delay provisions of the DDA and Transition

Benefits have not yet accrued to Transitioning Households. Developer shall not be obligated to fund any such requested advance if the funds are requested for Transitioning Households who could remain in their existing housing without interfering with Developer or Vertical Developer's construction in an Approved Sub-Phase.

8.5 Premarketing Requirement. The Vertical DDAs will require that all Vertical Developers of Market Rate Lots comply with the requirements of the Transition Housing Rules and Regulations to offer Transitioning Households and certain other Households that are former residents of NSTI, as more particularly described in the Transition Housing Rules and Regulations an opportunity to make an offer to purchase a new unit during a Premarketing Window of not less than 30 Days for any Sale Units in accordance with the requirements of the Transition Rules and Regulations. The Vertical Developer will be required to offer only one premarketing opportunity per Market Rate Project, prior to the marketing of the first Residential Units within that Project. In the event that TIDA has not Approved the Marketing and Operations Guidelines required under Section 5.1(h), Vertical Developers of Market Rate Lots may proceed with the premarketing and marketing of Market Rate Units, and will offer a one-time, separate Premarketing Window of thirty days for the Inclusionary Units following the Approval of the Marketing and Operations Guidelines.

TIDA will be responsible for maintaining the Premarketing Notice List and Transitioning Households and former residents of NSTI are exclusively responsible for updating their own contact information with TIDA. Vertical Developers will be obligated to provide TIDA with the required notice regarding the availability of new units and it shall be TIDA's responsibility to distribute such Notice to the Premarketing Notice List. Neither Developer nor Vertical Developers will be responsible for updating the Premarketing Notice List, verifying the accuracy of the information in the list, or for any errors or omissions in the list. TIDA's provision of notice to the address on the Premarketing Notice List will be conclusive evidence that the Households on the Premarketing Notice List were provided adequate and proper notice.

9. NON-APPLICABILITY OF COSTA HAWKINS ACT

The Parties understand and agree that the Costa-Hawkins Rental Housing Act (California Civil Code sections 1954.50 et seq.; the "Costa-Hawkins Act") does not and in no way shall limit or otherwise affect the restriction of rental charges for the Affordable Housing Units or the Inclusionary Units developed pursuant to the DDA (including this Housing Plan). This DDA falls within an express exception to the Costa-Hawkins Act because the DDA is a contract with a public entity in consideration for a direct financial contribution and other forms of assistance specified in Chapter 4.3 (commencing with section 65915) of Division 1 of Title 7 of the California Government Code. Accordingly, Developer, on behalf of itself and all of its successors and assigns, including all Vertical Developers, agrees not to challenge, and expressly waives, now and forever, any and all rights to challenge, Developer's obligations set forth in this Housing Plan related to Inclusionary Units, under the Costa-Hawkins Act, as the same may be amended or supplanted from time to time. Developer shall include the following language, in substantially the following form, in all Vertical DDAs:

“The DDA (including the Housing Plan) implements the California Redevelopment Law, Cal. Health & Safety Code §§ 33000 et seq. (“CCRL”) and includes regulatory concessions and significant public investment in the Project. The regulatory concessions and public investment include, without limitation, a direct financial contribution of net tax increment, the conveyance of real property without payment, and other forms of public assistance specified in California Government Code section 65915 et seq. These public contributions result in identifiable, financially sufficient and actual cost reductions for the benefit of Developer and Vertical Developers, as contemplated by California Government Code section 65915. In light of TIDA’s authority under the CCRL and in consideration of the direct financial contribution and other forms of public assistance described above, the parties understand and agree that the Costa-Hawkins Act does not and shall not apply to the Inclusionary Units developed at the Project under the DDA.”

The Parties understand and agree that TIDA would not be willing to enter into the DDA, without the agreement and waivers as set forth in this Article 9.

10. MISCELLANEOUS

10.1 No Third Party Beneficiary. Except to the extent set forth in the DDA, there are no express or implied third party beneficiaries to this Housing Plan.

10.2 Severability. If any provision of this Housing Plan, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Housing Plan or the application of such provision to any other Person or circumstance, and the remaining portions of this Housing Plan shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Housing Plan, the Parties shall promptly modify this Housing Plan to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefits to each of the Parties. In connection with the foregoing, the Parties shall develop an alternative of substantially equal, but not greater, cost and benefit to Developer and any applicable Vertical Developer so as to realize from the Project substantially the same (i) overall benefit (from a cost perspective) to the public and (ii) overall benefit to Developer and any applicable Vertical Developer.

TREASURE ISLAND DEVELOPMENT AUTHORITY

TRANSITION HOUSING RULES AND REGULATIONS

FOR THE VILLAGES AT TREASURE ISLAND

ADOPTED BY

TREASURE ISLAND DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS

Resolution No.

[date]

TRANSITION HOUSING RULES AND REGULATIONS
FOR THE VILLAGES AT TREASURE ISLAND

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**TRANSITION HOUSING RULES AND REGULATIONS
FOR THE VILLAGES AT TREASURE ISLAND**

I. GENERAL

A. Background

These Transition Housing Rules and Regulations for The Villages at Treasure Island (“**Transition Housing Rules and Regulations**”) reflect the decision of the Treasure Island Development Authority Board of Directors (“**TIDA Board**”) to implement certain recommendations made by the Board of Supervisors of the City and County of San Francisco (“**City**”) in Resolution No. 699-06 (the “**Term Sheet Resolution**”). Definitions used in these Transition Housing Rules and Regulations are provided in **Appendix 4** for reference.

During World War II, Naval Station Treasure Island (“**NSTI**”) was used as a center for receiving, training, and dispatching service personnel.

After the war, NSTI was used primarily as a naval training and administrative center. In 1993, Congress and the President selected NSTI for closure and disposition by the Base Realignment and Closure Commission acting under Public Law 101-510, 10 U.S.C. § 2687 and its subsequent amendments (“**BRAC**”). The Department of Defense subsequently designated the City as the Local Reuse Authority responsible for the conversion of NSTI to civilian use under the federal disposition process.

The City opted to negotiate for the transfer of NSTI under the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (Pub. Law 103-421) (the “**Base Redevelopment Act**”) amending BRAC, under which certain portions of NSTI would be set aside for homeless assistance programs in a manner that balances the economic development needs of the redevelopment process. A consortium of nonprofit organizations is providing a variety of services to the formerly homeless (currently, Catholic Charities, Community Housing Partnership, Rubicon Programs, Swords for Ploughshares, and Walden House), organized as the Treasure Island Homeless Development Initiative (“**TIHDI**”), to coordinate the homeless assistance programs to be provided under the Base Redevelopment Act.

In anticipation of base closure and following a public planning process, the Mayor, the Board of Supervisors, and the Planning Commission endorsed a Draft Base Reuse Plan for NSTI in 1996 outlining opportunities, constraints, policy goals, and recommendations for the redevelopment of NSTI. The City entered into an agreement with TIHDI in 1996 to develop and implement the homeless component under the Base Reuse Plan, which includes the right to temporary use of former military housing at NSTI and permanent housing through the base redevelopment process. The City formed Treasure Island Development Authority (“**TIDA**”) as a redevelopment agency under California redevelopment law and designated TIDA as the City’s

Local Reuse Authority for NSTI as authorized under the Treasure Island Conversion Act of 1997 (Assembly Bill No. 699, Stats. 1997, ch. 898).

TIDA initiated formal negotiations with the Navy in 1997, the same year the Navy formally closed base operations at NSTI. Also in 1997, the Navy contracted with the City (and subsequently, TIDA) to manage the property pending negotiations for its transfer and redevelopment. As part of managing NSTI on behalf of the Navy, TIDA began subleasing at market rates a portion of the former military housing now known as The Villages at Treasure Island (“**The Villages**”) through a master lease with The John Stewart Company, and directly leasing space to a variety of commercial tenants. The master leases, the Residential Leases for Villages units, and commercial leases are interim pending the Navy’s transfer of NSTI to TIDA for redevelopment and reuse.

TIDA selected Treasure Island Community Development, LLC (“**TICD**”) in 2003 for exclusive negotiations for the master redevelopment of NSTI. The Board of Supervisors adopted the Term Sheet Resolution in 2006, endorsing the Development Plan and Term Sheet for the Redevelopment of Naval Station Treasure Island (as updated and endorsed by the TIDA Board of Directors and the Board of Supervisors in 2010, the “**Development Plan**”), conditioned on completion of environmental review under the California Environmental Quality Act (“**CEQA**”), an extensive community review process, and endorsement by the Treasure Island/Yerba Buena Island Citizen’s Advisory Board and the TIDA Board. The Development Plan will serve as the basis for a Development and Disposition Agreement between TIDA and TICD (as amended, the “**DDA**”), which will govern their respective rights and obligations for the redevelopment of certain portions of NSTI if approved by the TIDA Board and the Board of Supervisors after completion of CEQA review. In the Term Sheet Resolution, the Board of Supervisors recommended that the TIDA Board create a transition program setting forth terms by which existing residents of NSTI could have the opportunity to rent at reduced rents or buy newly-constructed units on Treasure Island.

Consistent with Assembly Bill No. 699, the Development Plan specifies that all of the former military housing on the NSTI (except certain historic buildings) eventually will be demolished. As outlined in the Development Plan, TIDA and TICD intend to phase redevelopment so that new housing can be built on NSTI before demolishing most of the existing residential structures as follows.

- Redevelopment of Yerba Buena Island is planned as part of the first phase of the redevelopment project, requiring demolition of existing Yerba Buena Island housing to be among TICD’s first development activities. Transitioning Households on Yerba Buena Island affected by the early phases of redevelopment will be offered Existing Units on Treasure Island through Interim Moves.
- Demolition of the housing on Treasure Island is proposed to occur in the later phases of the redevelopment project. But some Transitioning Households may be asked to make Long-Term Moves in earlier phases as new housing becomes available for occupancy.

B. Purpose

These Transition Housing Rules and Regulations:

- are designed to ensure that eligible Villages Households who satisfy all qualifications of Transitioning Households under **Section II.A** (Determination of Household Eligibility for Transition Benefits) receive housing opportunities consistent with the Term Sheet Resolution;
- describe benefits below (“**Transition Benefits**”) that are available only to Transitioning Households;
- specify the eligibility criteria for Transitioning Households to receive Transition Benefits; and
- outline the procedures by which Transitioning Households will be offered Transition Benefits, including the opportunity to occupy new housing to be built on TI.

C. Limits of Applicability

The Transition Benefits under these Transition Rules and Regulations:

- apply only to Transitioning Households required to move to accommodate redevelopment of NSTI in accordance with the DDA;
- do not apply if TIDA must relocate Villages and TIHDI residents due to disaster or other declared emergency affecting living conditions on NSTI; and
- do not apply to:
 - Villages Households that do not satisfy all qualifications of Transitioning Households under **Section II.A** (Determination of Household Eligibility for Transition Benefits); or
 - residents in housing managed by TIHDI member organizations, who will have the opportunity to move to new supportive housing that TIHDI will develop under the proposed Amended and Restated Base Closure Homeless Assistance Agreement; or
 - TIDA’s commercial tenants.

D. Overview and Program Framework

Two types of moves affecting Transitioning Households are anticipated as NSTI is redeveloped:

- **Interim Moves**, in which a Transitioning Household moves from one Existing Unit in The Villages to another Villages Existing Unit on Treasure Island following receipt of a Notice to Move. An example of this would be a move from an Existing Unit in an area proposed for redevelopment in an early phase to an Existing Unit on Treasure Island. *Most Transitioning Households will not be asked to make an Interim Move.*
- **Long-Term Moves**, in which a Transitioning Household moves from one of the Existing Units to a newly-constructed Dwelling on Treasure Island. All Transitioning Households (including those that previously made an Interim Move) will have the opportunity to make this move.

Key elements of these Transition Housing Rules and Regulations are:

- All Transitioning Households that receive a Notice to Move for either an Interim Move or a Long-Term Move will be eligible for Transition Benefits under these Transition Housing Rules and Regulations.
- NSTI residents who move off-Island before they receive a Notice to Move and an offer of Transition Benefits are not Transitioning Households and will not be eligible for Transition Benefits.
- All Transitioning Households will have the opportunity to remain on Treasure Island. No eligible Transitioning Household will be required to move before receiving an offer of Transition Benefits.
- Transitioning Households will have an opportunity to select one of the three Transition Benefit Options described in these Transition Housing Rules and Regulations:
 - the Transition Unit Option to move into rental housing on Treasure Island (See **Article V** (Description of Transition Unit Option));
 - the In-Lieu Payment Option for a lump sum payment upon moving off-Island (See **Article VI** (Description of In-Lieu Payment Option)); or
 - the Unit Purchase Assistance Option for down payment assistance in the purchase of a newly-constructed Dwelling on NSTI (See **Article VII** (Description of Unit Purchase Assistance Option)).

- Moving assistance will be provided to Transitioning Households that:
 - make Interim Moves to other Existing Units on Treasure Island; or
 - select the Transition Unit Option and make Long-Term Moves from their Existing Units to new Transition Units.
- A Premarketing Window to purchase newly-constructed Dwellings on NSTI will be available to:
 - all Transitioning Households in Existing Units before they have selected a Transition Benefit; and
 - Post-Transition Tenants that selected the In-Lieu Payment Option and received an In-Lieu Payment.
- Any resident of The Villages who moves onto NSTI after the DDA Effective Date will be a Post-DDA Tenant under these Transition Housing Rules and Regulations. Post-DDA Tenants who by definition do not qualify for an exception under **Section II.A.1** (Defined Terms for Determining Eligibility) are ineligible for Transition Benefits, but will be offered transition advisory services when required to move.

E. Effective Date

These Transition Housing Rules and Regulations will be effective on the date the DDA becomes effective (the “**DDA Effective Date**”), if the DDA is approved by the TIDA Board and the Board of Supervisors after completion of CEQA review.

II. ELIGIBILITY

A. Determination of Household Eligibility for Transition Benefits

The first step in determining whether a Villages Household is eligible for Transition Benefits is determining the status of the Household, based on the criteria below.

Only Transitioning Households are eligible for Transition Benefits. Transition Benefits are offered to each Transitioning Household as a Household and not to individual members of the Household.

1. Defined Terms for Determining Eligibility. TIDA will determine the members of a Transitioning Household based on the following definitions:

a. “**Existing Unit**” means a Dwelling located on NSTI that is occupied by a Transitioning Household as its primary Dwelling before receipt of a First Notice to Move or an Interim Notice to Move.

b. “**Good Standing**” means that TIDA does not have grounds for eviction as described in **Section XII.A** (Eviction).

c. “**Household**” means an individual, or two or more individuals, related or unrelated, who live together in an Existing Unit as their primary Dwelling, or one or more families occupying a single Existing Unit as their primary Dwelling, including: (i) all adult Household members who are named in the Residential Lease; (ii) minor children in the Household; and (iii) the spouse or registered domestic partner of a Household member. Under these Transition Housing Rules and Regulations, all occupants of a single Existing Unit constitute a single Household, and a Household may include both Post-DDA Tenants and members of a Transitioning Household.

d. “**Post-DDA Tenant**” means a resident who moves onto NSTI after the DDA Effective Date, except as follows: (i) a spouse or registered domestic partner of a member of a Transitioning Household; (ii) a minor child of a member of a Transitioning Household; and (iii) a live-in caregiver for a member of a Transitioning Household who has been approved by TIDA or its agent to reside in the Existing Unit. Persons in categories (i) and (ii) above will only be considered Post-DDA Tenants if the Household notified TIDA in writing of the new Household member, and requested that the Person's name be added to the Residential Lease at the time that the Household member joined the Household, or, if that Person became a member of the Household after TIDA's most recent notice of annual change in base rent under the Residential Lease.

e. “**Residential Lease**” means the lease agreement, including any addenda, under which a Transitioning Household or a Post-DDA Tenant lawfully occupies an Existing Unit, or under which an employer provides employee housing for employees working on NSTI.

f. “**Transitioning Household**” means a Villages Household consisting of residents who: (i) lawfully occupied an Existing Unit in The Villages as its primary Dwelling on the DDA Effective Date as evidenced by each adult resident’s signature on the Residential Lease and each minor child identified as an occupant in the Residential Lease; (ii) continue to live in an Existing Unit until the Household receives a First Notice to Move for a Long-Term Move or accepts an In-Lieu Payment or Down Payment Assistance; and (iii) remain in Good Standing under its Residential Lease until the Household receives a First Notice to Move for a Long Term Move or accepts an In-Lieu Payment or Down Payment Assistance. A Transitioning Household specifically excludes the following: (A) any Person or Household in Unlawful Occupancy of the Existing Unit; (B) any Post-DDA Tenant in the Household; (C) any Person who occupies an Existing Unit under an arrangement with a business entity that has entered into a Residential Lease with TIDA; and (D) any Person who occupies the Existing Unit solely for the purpose of obtaining Transition Benefits.

g. “**Unlawful Occupancy**” means: (i) a Person or Household has been ordered to move by a valid court order; (ii) the Person’s or Household’s tenancy has been lawfully terminated, if the termination was not undertaken for the purpose of evading the obligations of these Transition Housing Rules and Regulations; or (iii) a Person is not listed on

the Residential Lease, except for a: (x) spouse or registered domestic partner of a member of a Transitioning Household; (y) minor child of a member of a Transitioning Household; or (z) live-in caregiver for a member of a Transitioning Household who has been approved by TIDA or TIDA's agent to reside in the unit, provided that Persons in categories (x) and (y) have met the requirements to be considered a Post-DDA Tenant.

2. TIDA Records of Eligibility. Based on information available to TIDA, including information provided by Villages Households during and in follow-up to interviews under **Section III.B** (Interview Households and Offer Advisory Services), TIDA will maintain records indicating which members of each Villages Household constitute an eligible Transitioning Household and which members are Post-DDA Tenants or otherwise not qualified for Transition Benefits.

B. Ineligible Residents

1. Post-DDA Tenants. Post-DDA Tenants are ineligible for Transition Benefits. A Post-DDA Tenant may be a resident in an Existing Unit in which other residents constitute a Transitioning Household. Post-DDA Tenants will be eligible only for transition advisory services under these Transition Housing Rules and Regulations.

2. Unlawful Occupancy. A resident in Unlawful Occupancy of an Existing Unit is ineligible for Transition Benefits or advisory services under these Transition Housing Rules and Regulations.

III. TRANSITION NOTICES AND PROCEDURES

A. First Notice to Move

1. Delivery of First Notice to Move. TIDA will deliver a First Notice to Move to each affected Household before the Household is required to move to facilitate the ongoing redevelopment of NSTI.

2. Time of Notice. The First Notice to Move will be delivered: (a) no less than 90 days before the date by which an Interim Move must occur; and (b) no less than 120 days before the date by which a Long-Term Move must occur.

3. Contents of Notice. The First Notice to Move will state:

- a. whether the move will be an Interim Move or a Long-Term Move;
- b. TIDA's intent to terminate the Residential Lease for the Existing Unit on a specified date, by which the Household will be required to move;
- c. whether TIDA records: (i) list any or all of the members of the Household as an eligible Transitioning Household; or (ii) indicate that any members of the Household are Post-DDA Tenants or are otherwise ineligible for Transition Benefits;

d. if TIDA records indicate that any members of the Household are or may be a Transitioning Household: (i) additional information or verifications necessary to determine eligibility as a Transitioning Household; (ii) a general description of the Transition Benefits that a Transitioning Household may receive under these Transition Housing Rules and Regulations; (iii) additional steps a Transitioning Household must take to secure Transition Benefits, such as setting up an interview to provide TIDA with the information necessary to complete income certification requirements and determine the composition of the Transitioning Household; and (iv) the time-frame for setting up the informational interview to establish the Transitioning Household's housing needs and certify Household Income;

e. if TIDA records indicate that the entire Household (or any member of the Household) is not a Transitioning Household but is a Post-DDA Tenant, information regarding advisory services available to Post-DDA Tenants and on the Household's opportunity to present information demonstrating its eligibility as a Transitioning Household;

f. contact information for questions about the notice or process; and

g. that the notice and all future notices will be translated into a language understood by the Household if the Household notifies TIDA that the Household does not include an adult fluent in English.

B. Interview Household and Offer Advisory Services

1. Schedule Interview. After the First Notice to Move is delivered, TIDA will contact each Household to set up interviews. TIDA will provide sufficient advance notice and scheduling flexibility to enable each adult in the Household (except those in Unlawful Occupancy of the Existing Unit) to be interviewed, so that TIDA can obtain required information and provide advisory services described below.

2. Advisory Services for Transitioning Households:

a. The interviews will enable TIDA to: (i) describe and explain any applicable eligibility requirements for the specific Transition Benefits available to the Transitioning Household under these Transition Housing Rules and Regulations; (ii) advise and assist the Transitioning Household in evaluating its housing needs; (iii) identify any special needs for that Transitioning Household; (iv) assist each Transitioning Household to complete applications for Transition Benefits; and (v) ensure that no Transitioning Household will be required to move from an Existing Unit without an opportunity to relocate to a Transition Unit, except in the case of: (A) an Interim Move; (B) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (C) a state of emergency declared by the President of the United States or the Governor of the State of California; or (D) any other emergency that requires the Household to move immediately from the Existing Unit because continued occupancy of the Existing Unit by the Household constitutes a substantial danger to the health or safety, or both, of the Household.

b. For Long-Term Moves only: (i) the Transitioning Household must begin the process of determining Household Income; and (ii) to qualify for an income-restricted Transition Unit under **Sections V.E.1, V.E.2, or V.E.3** (Calculation of Base Monthly Rental Cost), Household Income of the entire Transitioning Household must be certified, subject to third-party verification. For all Households, TIDA will use the then-current Tenant Income Certification Form published by the California Tax Credit Allocation Committee to determine Household Income. A copy of the current form is attached as **Appendix 1**.

c. If all adult members of a Transitioning Household do not consent to be interviewed or do not provide all of the required information requested during or within 30 days after the interview, TIDA will be entitled to rely solely on the limited information provided in response to the interview and contained in its records relating to the Household when making its determination about eligibility for Transition Benefits.

3. Advisory Services for Post-DDA Tenants. The interviews will enable TIDA to offer the following advisory services to Post-DDA Tenants: (a) assist in evaluating their housing needs and any special needs; (b) provide references to providers of special needs services and other housing in San Francisco; and (c) provide a Household with the opportunity to present information to TIDA to support a claim of eligibility for Transition Benefits.

C. Second Notice to Move

1. Time and Contents of Second Notice to Move. No less than 60 days before a Household is required to move, TIDA will deliver a Second Notice to Move. The Second Notice to Move will state:

a. TIDA's determination of whether the Household is an eligible Transitioning Household;

b. which members of the Household, if any, are Post-DDA Tenants, in Unlawful Occupancy, or otherwise ineligible for Transition Benefits;

c. the actual date by which the move must be complete (the "**Move Date**"); and

d. the options available to the Transitioning Household under these Transition Rules and Regulations.

D. Selection of a Transition Benefit

After receipt of the Second Notice to Move, each Transitioning Household will be required to make certain decisions about Transition Benefits.

1. Transition Benefit Options for Long-Term Moves. For Long-Term Moves, the Second Notice to Move will offer each Transitioning Household a choice of:

- a. the Transition Unit Option to move into a Transition Unit in a specifically identified new building on TI, with the number of bedrooms, initial rent, and long-term rent protection as described in **Article V** (Description of Transition Unit Option);
- b. the In-Lieu Payment Option to receive an In-Lieu Payment, calculated in accordance with **Article VI** (Description of In-Lieu Payment Option); or
- c. the Unit Purchase Assistance Option to receive Down Payment Assistance calculated in accordance with **Article VII** (Description Unit Purchase Assistance Option), but only if new for-sale units are then available for purchase and the Transitioning Household can demonstrate that it can close escrow on the purchase of and move into a new Dwelling on NSTI before the Move Date.

2. Options for Interim Moves. For Interim Moves, the Second Notice to Move will offer each Transitioning Household a choice of the following options:

- a. the right to occupy an Existing Unit on Treasure Island with the number of bedrooms and initial rent calculated in accordance with **Article IV** (Interim Moves); or
- b. the option to receive an In-Lieu Payment in accordance with **Article VI** (In-Lieu Payment Option).

3. Written Notice to TIDA of Selection. For both Long-Term Moves and Interim Moves, the Transitioning Household's selection may be made by delivering written notice to TIDA, signed by each adult member of the Transitioning Household at any time up to 45 days before the Move Date.

4. Transitioning Household Entitled to Single Transition Benefit. Each Transitioning Household receiving a Long Term Move Notice is entitled to only one of the Transition Benefits described in **Article V** (Transition Unit Option), **Article VI** (In-Lieu Payment Option), and **Article VII** (Unit Purchase Assistance Option). As a condition to receipt of the selected Transition Benefit, each member of the Transitioning Household will be required to waive all other Transition Benefits under these Transition Housing Rules and Regulations.

E. Complete the Move

1. Eligibility for Moving Assistance. Moving assistance to cover the costs of moving the Household will be provided to every Transitioning Household that makes an Interim Move from an Existing Unit on NSTI to another Existing Unit on TI and/or a Long-Term Move from an Existing Unit on NSTI to a Transition Unit. Moving assistance is not provided to: (a) Transitioning Households that receive the In-Lieu Payment Option or Down Payment Assistance; (b) Post-DDA Tenants; (c) Persons in Unlawful Occupancy of their Existing Unit; or (d) other Persons ineligible for Transition Benefits.

2. Actual Costs. A Transitioning Household will be compensated for Actual Reasonable Moving Expenses incurred in moving the Household for an Interim Move to an

Existing Unit or a Long-Term Move to a Transition Unit. Costs that may be included in a claim for Actual Reasonable Moving Expenses are listed in **Article VIII.B** (Moving Assistance).

3. Moving Allowance Alternative. A Transitioning Household that is eligible to be reimbursed for Actual Reasonable Moving Expenses may elect instead to receive a Moving Expense Allowance that will be determined according to a schedule established by TIDA, based on a moving expense allowance determined in accordance with established federal Highway Administration schedules maintained by the California Department of Transportation. The current schedule is shown in **Appendix 3**.

F. Early Transition Benefits

1. Limited Circumstances. Under certain circumstances, Transitioning Households may be eligible to receive certain Transition Benefits before receipt of a Notice to Move.

a. The In-Lieu Payment Option may be available earlier, if, and only if, TIDA provides written notice to Transitioning Households offering an early opportunity to receive an In-Lieu Payment, which may be conditioned on the Household moving out of its Existing Unit by a specified date (“**Notice of Early In-Lieu Payment Option**”).

b. The Unit Purchase Assistance Option is available at any time a Transitioning Household completes the purchase of a new Dwelling on NSTI, unless the Transitioning Household has previously lost its status as a Transitioning Household by accepting an In-Lieu Payment or moving into a Transition Unit.

IV. INTERIM MOVES

A. Required Interim Moves

Some Transitioning Households will be required to make an Interim Move from one Existing Unit to another Existing Unit on TI.

An Interim Move will be required for those Transitioning Households that reside in areas proposed for redevelopment in an early phase of development. Although not currently anticipated, Interim Moves also may be required in later phases of development. Transitioning Households required to make an Interim Move will receive a First Notice to Move not less than 90 days before the Move Date and a Second Notice to Move not less than 60 days before the Move Date.

B. Benefits for Interim Moves

Transitioning Households required to make an Interim Move may elect to move to an Existing Unit on TI under the following terms:

1. Size. The offered Dwelling will have at least the same number of bedrooms as the Existing Unit unless the Transitioning Household elects to move to a smaller unit. The

Transitioning Household may be offered a Dwelling that has a greater number of bedrooms if the available Dwellings with the same number of bedrooms as the Existing Unit will result in a reduction in total square footage from the Existing Unit by 10% or more.

2. Rent. The initial monthly rent for Transitioning Households making an Interim Move to an Existing Unit on TI will be determined as set forth below. In each case, the initial monthly rent will be subject to annual increases calculated by the Rent Board Adjustment.

a. If the offered Dwelling has the same or a greater number of bedrooms as the Existing Unit, the initial monthly rent for the offered Dwelling will be the lesser of: (a) the rent the Transitioning Household is paying for its Existing Unit on the date of the First Notice to Move; or (b) the market rent that TIDA would otherwise charge for the offered Dwelling on the date of the First Notice to Move.

b. If Transitioning Household has elected to move to an offered Dwelling with fewer bedrooms than its Existing Unit, the initial monthly rent on the offered Dwelling will be the lesser of: (a) the monthly rent for the Existing Unit on the date of the First Notice to Move, reduced by 10% for each reduction in bedroom count, or (b) the market rent that TIDA would otherwise charge for the offered Dwelling on the date of the First Notice to Move. For example, if a Transitioning Household occupies an Existing Unit with four bedrooms on the DDA Effective Date, but elects in an Interim Move to move into an offered Dwelling with two bedrooms, the initial monthly rent under (a) would be 80% of the monthly rent on the Existing Unit on the date of the First Notice to Move.

3. Unit Selection. The Notice to Move for an Interim Move will provide information on the process for Transitioning Households electing to move to an Existing Unit on TI to select a Dwelling.

4. Status as Transitioning Household. The Transitioning Household will retain its status as a Transitioning Household following an Interim Move, and will continue to be eligible for Transition Benefits as long as the Household continues to meet the eligibility requirements stated in **Section II.A.1.d** (Determination of Household Eligibility for Transition Benefits).

C. Option to Elect In-Lieu Payment

Instead of making an Interim Move, Transitioning Households may elect the In-Lieu Payment Option in accordance with **Article VI** (Description of In-Lieu Payment Option).

V. DESCRIPTION OF TRANSITION UNIT OPTION

A. Transition Unit Option

1. Time of Option. The Transition Unit Option is available for Transitioning Households only after TIDA delivers a Notice to Move for a Long-Term Move.

2. Benefits. Transitioning Households will have the opportunity to rent a newly-constructed Transition Unit on Treasure Island. Transitioning Households that elect to move into the offered Transition Unit will be eligible for Actual Reasonable Moving Expenses or a Moving Expense Allowance.

3. Designated Unit. TIDA will designate at least one Transition Unit for each Transitioning Household selecting the Transition Unit Option.

4. Loss of Status. A Transition Unit will be offered to each Transitioning Household unless it has lost its status as a Transitioning Household by its prior receipt of Transition Benefits for a Long-Term Move or it no longer meets the eligibility requirements stated in **Section II.A** (Determination of Household Eligibility for Transition Benefits).

5. Leases for Income-Restricted Units. Leases for Households with Section 8 vouchers, Tax Credit Eligible Households and others occupying Transition Units assisted with state, federal, or local housing funds will be subject to applicable regulations and requirements of such funding programs.

6. Loss of Option. TIDA's obligation to provide a Transitioning Household selecting the Transition Unit Option with a Transition Unit will be deemed to be satisfied if the Transitioning Household is offered and refuses to accept the Transition Unit offered.

B. Standards Applicable to Transition Units

1. Size. Except as provided below, a Transition Unit offered to a Transitioning Household under the Transition Unit Option must contain the same number of bedrooms as in the Existing Unit. Exceptions include:

a. Program regulations of certain government housing programs (e.g. tenant-based Section 8) may limit the number of bedrooms that participating Transitioning Households can be offered.

b. In determining the size of a Transition Unit, Post-DDA Tenants, Persons in Unlawful Occupancy and other Persons ineligible for Transition Benefits are excluded as Persons in the Transitioning Household, but Post-DDA Tenants will be allowed to move into a Transitioning Household's Transition Unit.

c. If the Transitioning Household is smaller when it moves into the Transition Unit than it was when its eligibility was established, TIDA will offer a Transition Unit with one bedroom per Person remaining in the Transitioning Household up to a maximum of four bedrooms.

2. Decent, Safe and Sanitary. The Dwelling must be "**Decent, Safe and Sanitary**," which means it:

- a. conforms with all applicable provisions for existing structures that have been constructed under state or local building, plumbing, electrical, housing and occupancy codes, and similar ordinances or regulations;
- b. has a continuing and adequate supply of potable water;
- c. has a kitchen or an area set aside for kitchen use that: (i) contains a sink in good working condition connected to hot and cold water and to an adequate sewage system; and (ii) has utility service connections and adequate space for the installation of a stove and a refrigerator;
- d. has an adequate heating system in good working order that will maintain a minimum temperature of 70 degrees in all habitable rooms, and all rooms must be adequately ventilated;
- e. has a bathroom, well lit and ventilated and affording privacy to a person within it, containing a lavatory basin and a bathtub or stall shower, properly connected to an adequate supply of hot and cold running water, and a flush closet, all in good working order and properly connected to a sewage disposal system;
- f. has an adequate and safe wiring system for lighting and other electrical services;
- g. is structurally sound, weather tight, in good repair, and adequately maintained;
- h. has a safe unobstructed means of egress leading to safe open space at ground level that conforms to building and fire codes;
- i. has at least one room that has not less than 150 square feet of floor area, and other habitable rooms, except kitchens, that have an area of not less than 70 square feet;
- j. has sleeping room(s) that include at least 70 square feet of habitable floor space for the first occupant and 50 square feet of habitable floor space for each additional occupant; and
- k. is available to the Transitioning Household regardless of race, color, sex, marital status, religion, or national origin in a manner consistent with Title VIII of the Civil Rights Act of 1968 and any other applicable local, state, or federal nondiscrimination laws.

C. Required Information for Option

1. Relevant Household Information. Transitioning Households must provide all of the following information to receive the Transition Unit Option:

- a. Household Income;

b. Household composition and size, including: (i) the full names of all Household members and relationship of Household members to each other; (ii) age and number of any children and elderly members of the Household; (iii) whether any members of the Transitioning Household are disabled; (iv) whether any members of the Transitioning Household are Adult Students; and (v) special needs (social and public services, special schools, and other services, need for in-home care); and

2. Time to Provide Information. To the extent all required information is not provided at the interview, Transitioning Households wishing to obtain Transition Benefits will have 30 days after the interview to provide all required information to TIDA.

D. Calculation of Household Income

A Transitioning Household's annual Household Income will be determined using the current Tenant Income Certification Form (see **Appendix 1**).

Households will be required to verify Household Income with third-party documentation such as W-2 forms, pay check stubs, tax returns or other forms of verification. Monthly Household Income will be determined based on the most recent 12 month period preceding the First Notice to Move.

E. Calculation of Base Monthly Rental Cost

The Transitioning Household will be offered a Transition Unit at an initial rent not exceeding the Base Monthly Rental Cost as determined below:

1. Adjustments for Changes in Bedroom Count. If the size of the Transitioning Household changed after the Effective Date, and the Transition Unit contains fewer bedrooms than the Household's Existing Unit as provided in **Section V.B(1)(c)** (Standards Applicable to Transition Units), for purposes of determining the Base Monthly Rental Cost the monthly rent for the Existing Unit will "**Adjusted for Changes in Bedroom Count,**" according to the following calculation: (a) calculate the Existing Unit's monthly rent by adding any annual Rent Board Adjustments to the rent for the Existing Unit on the DDA Effective Date; (b) multiply (a) by the product of 10% times the reduction in bedroom count and (c) deduct the applicable Utility Adjustment. For example, if a Transitioning Household originally rented an Existing Unit with four bedrooms but due to changes in the Transitioning Household's size received a unit with two bedrooms, the monthly rent would be reduced by 20% and adjusted for the applicable Utility Allowance based on the new unit bedroom count.

2. Households Participating in Governmental Housing Programs

a. Tax Credit Eligible Households: Base Monthly Rental Cost for Tax Credit Eligible Households will be the lesser of: (i) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count (as defined below), if applicable, less Utility Adjustment; (ii) 30% of the Transitioning Household's Average Monthly Income; or (iii) the maximum allowable rent under applicable tax credit regulations less Utility Adjustment. Tax Credit Eligible Households will be offered a

Transition Unit in housing financed with low income housing tax credits and may be required to certify Household Income annually while occupying the rent-restricted unit.

b. Households with Section 8 Vouchers: Base Monthly Rental Cost for Households with Section 8 vouchers will be the fair market rent for a Dwelling for the Household size under Section 8 program regulations, less Utility Adjustments.

3. Low Income Household (defined in Calif. Health & Safety Code § 50079.5): Base Monthly Rental Cost for Low Income Households that do not include Adult Students will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less Utility Adjustment; or (b) the maximum rent for a Low Income Household allowed by Health and Safety Code § 50053, less Utility Adjustment.

4. Moderate Income Household (defined in Calif. Health & Safety Code § 50079.5): Base Monthly Rental Cost for Moderate Income Households that do not include Adult Students will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less Utility Adjustment; or (b) the maximum rent for a Moderate Income Household allowed by Health and Safety Code § 50053, less Utility Adjustment.

5. All Other Transitioning Households: Base Monthly Rental Costs for all other Households, consisting of: (i) Transitioning Households that are not Tax Credit Eligible Households, Households with Section 8 vouchers, Low Income Households, or Moderate Income Households; (ii) Transitioning Households that include an Adult Student; and (iii) Transitioning Households that do not provide the required Household information within 30 days after their interview under **Section III.B** (Interview Household and Offer Advisory Services) will be the lesser of: (a) the Existing Unit's monthly rent on the DDA Effective Date, plus annual Rent Board Adjustments, then Adjusted for Changes in the Bedroom Count, if applicable, less the Utility Adjustment; or (b) the market rent that would otherwise be charged for the Transition Unit.

F. Lease Terms for Transition Unit; Occupancy Verification

1. Lease Terms. The following will apply to each Transitioning Household accepting a Transition Unit, except for Tax Credit Eligible Households and Households with Section 8 vouchers (whose leases will comply with applicable federal regulations):

a. The Transitioning Household will enter into a lease containing the following key terms: (i) an initial period of 12 months, with automatic renewal on a month-to-month basis; (ii) a limitation on annual rent increases to the Rent Board Adjustment; (iii) a statement that the Transitioning Household may remain in the Transition Unit as long as the Household remains in Good Standing under its lease, and a description of the events that will cause the Household to be in default of its lease; and (iv) a prohibition against subleasing.

b. Each lease for a Transition Unit will require the Transitioning Household to: (i) identify each occupant of the Household by name; (ii) acknowledge that subleasing is not permitted and that subleasing will be a default under the lease; (iii) acknowledge that at least one member of the Transitioning Household must maintain the Transition Unit as his or her primary Dwelling; (iv) cooperate fully with any subsequent occupancy verification; and (v) comply with all other terms of the lease.

2. Right to Verify Occupancy by Transitioning Household. TIDA, or any subsequent owner or property management company for the Transition Unit, will have the right to verify occupancy of the Transition Unit at any time. If a Transitioning Household does not cooperate with an occupancy verification request or any member of the Household is discovered to have provided knowingly false responses: (a) the entire Transitioning Household will lose the right to continue to rent at the Base Monthly Rental Cost; (b) rent will be increased to the then-current market rate; and (c) future rent increases will not be limited to the Rent Board Adjustment. In addition, TIDA, or any subsequent owner or property management company for the Transition Unit will have the right to charge and collect the additional rent it would have charged, had the rents not been reduced under these Transition Rules and Regulations.

3. Termination of Lease for Transition Unit. If the Transition Unit is no longer occupied by any members of the Transitioning Household, the Transitioning Household's lease for the Transition Unit will terminate.

VI. DESCRIPTION OF IN-LIEU PAYMENT OPTION

A. In-Lieu Payment Option

1. Time. A Transitioning Household may elect to receive an In-Lieu Payment in response to a written offer from TIDA. TIDA currently anticipates offering the In-Lieu Payment Option at the following times:

a. when TIDA delivers a Notice to Move for an Interim Move to a Transitioning Household;

b. when TIDA delivers a Notice of Early In-Lieu Payment Option, currently anticipated to occur during a specified period between TIDA's approvals of Major Phase 2 and Major Phase 4; and

c. when TIDA delivers a Notice to Move for a Long-Term Move to a Transitioning Household.

2. Calculation of Payment. The amount of the In-Lieu Payment will be calculated using the schedule for Relocation Payments for No Fault Evictions published and updated annually by the San Francisco Rent Board (as of the date of the calculation, the "**Rent Board Schedule**"). The 2010 In-Lieu Payment Schedule, based on the 2010 Rent Board Schedule, adjusted for up to four adults, is attached as **Appendix 2**. The Transitioning Household's In-Lieu Payment will be the product of the payment per adult tenant in the Rent

Board Schedule times the number of adults in the Transitioning Household, up to a maximum of four, plus any of the following applicable adjustments:

a. if the Transitioning Household includes elderly or disabled Persons, the product of the payment per elderly or disabled Person under the Rent Board Schedule times the number of elderly or disabled persons in the Transitioning Household; and

b. if the Transitioning Household includes any minor children, an additional lump sum equal to the payment for minors under the Rent Board Schedule.

c. In determining the number of adults in a Transitioning Household, Post-DDA Tenants and, Persons in Unlawful Occupancy and other Persons ineligible for Transition Benefits are excluded as Persons in the Transitioning Household.

3. Effect of Election. Transitioning Households that elect to receive the In-Lieu Payment:

a. will no longer be eligible for the Transition Unit Option or the Unit Purchase Assistance Option

b. will not receive moving assistance;

c. will be required to vacate their Existing Units by the date specified in the Notice to Move or Notice of Early In-Lieu Payment Option to receive the In-Lieu Payment; and

d. upon written request to TIDA, will be placed on the Premarketing Notice List if not already listed.

VII. DESCRIPTION OF UNIT PURCHASE ASSISTANCE OPTION

Transitioning Households that elect to receive the Unit Purchase Assistance Option will be entitled to Down Payment Assistance.

A. Down Payment Assistance

1. Amount of Payment. A Transitioning Household electing the Unit Purchase Assistance Option will receive “**Down Payment Assistance**” described in this Section. The amount of Down Payment Assistance will be equal to the amount the Transitioning Household would have received had it chosen an In-Lieu Payment, based on the Rent Board Schedule and the number of eligible members in the Transitioning Household, up to four Persons, when the Household enters into the purchase contract for the new Dwelling on NSTI.

2. Conditions to Payment. A Transitioning Household electing to purchase a new Dwelling on NSTI will receive Down Payment Assistance only if: (a) the Household meets all applicable eligibility criteria to purchase the new Dwelling; (b) its purchase offer for the new

Dwelling is accepted; and (c) the purchase closes escrow. No Household is guaranteed that its offer to purchase a new Dwelling on NSTI will be accepted, and the purchased Dwelling need not be similar in size, bedroom count, and amenities to the Existing Unit previously occupied by the Household.

3. Escrow and Closing. Down Payment Assistance will be paid at closing into escrow. TIDA will verify the Transitioning Household's eligibility for and amount of the Down Payment Assistance to lenders and sellers of Dwellings during escrow upon request. If escrow does not close, the escrow officer will be instructed to return any Down Payment Assistance funds on deposit to TIDA.

4. Termination of Status. A Transitioning Household that elects to receive the Down Payment Assistance and closes its purchase on a new for-sale Dwelling on NSTI:

- a. will no longer be eligible for the Transition Unit Option or the In-Lieu Payment Option
- b. will not receive moving assistance;
- c. will be required to vacate its Existing Unit by the date specified in the Notice to Move; and
- d. will be removed from the Premarketing Notice List.

VIII. ADDITIONAL ASSISTANCE

A. Premarketing Assistance

1. Definitions. The following definitions will apply to the Assistance described in this **Section VIII.A** (Premarketing Assistance):

a. **"Post-Transition Household"** means a Transitioning Household that previously received an In-Lieu Payment.

b. **"Post-Transition Tenant"** means a Person who was a member of a Transitioning Household that previously received an In-Lieu Payment.

c. **"Premarketing Notice List"** means that email contact list that TIDA will maintain to provide notice of a Premarketing Window.

d. **"Premarketing Window"** means a specific and limited time period of no less than 30 days before the Dwellings in each new for-sale housing development on NSTI are offered for sale to the general public.

e. **"Sunset Date"** means the date that is seven years after the date that a Transitioning Household or a Post-Transition Tenant is placed on the Premarketing Notice List.

2. Early Notice. Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List will have the opportunity to make purchase offers on Dwellings in each new for-sale housing development on NSTI during the Premarketing Window.

a. If the purchase offer of a Transitioning Household that is not a Post-Transition Household is accepted: (i) the Transitioning Household also may select the Unit Purchase Assistance Option to receive Down Payment Assistance under **Section VII.A** (Down Payment Assistance); and (ii) TIDA will remove the Transitioning Household from the Premarketing Notice List after close of escrow. Post-Transition Households are not eligible for Down Payment Assistance.

b. If the purchase offer of a Post-Transition Tenant or Post Transition Household is accepted and escrow closes, TIDA will: (i) remove the Post-Transition Tenant or Post Transition Household from the Premarketing Notice List; and (ii) have no further obligation to the Post-Transition Tenant or Post Transition Household under these Transition Housing Rules and Regulations. Post-Transition Tenants are not eligible for Down Payment Assistance.

c. A Transitioning Household whose purchase offer is not accepted may stay on the Premarketing Notice List for subsequent notices of Premarketing Windows until the earliest of: (i) the date escrow closes on a subsequent purchase offer; (ii) the date the Transitioning Household moves into a Transition Unit; or (iii) the Sunset Date.

d. Post-Transition Households and Post-Transition Tenants whose purchase offers are not accepted may stay on the Premarketing Notice List for subsequent notices of Premarketing Windows until the earlier of: (i) the date escrow closes on a subsequent purchase offer; or (ii) the Sunset Date.

3. Notice List.

a. Each Transitioning Household and Post-Transition Household must: (i) provide TIDA with the names of Household members, the designated Household contact's name, and an email address for notices; and (ii) notify TIDA of any changes to Household information to remain on the Premarketing Notice List.

b. Each Post-Transition Tenant must: (i) provide TIDA with an email address for notices; and (ii) notify TIDA of any changes in the email notice address to remain on the Premarketing Notice List.

c. TIDA will have no obligation to: (i) verify that email notices that are sent are actually delivered; or (ii) update contact information of Transitioning Households, Post-Transition Households, or Post-Transition Tenants that do not notify TIDA that their email addresses have changed. TIDA will remove Transitioning Households, Post-Transition Households, and Post-Transition Tenants from the Premarketing Notice List on their respective Sunset Dates if they are then still on the list.

4. Required Acknowledgement. Before TIDA is obligated to add contact information to the Premarketing Notice List, each member of a Transitioning Household, Post Transition Household and Post-Transition Tenants will be required to sign an acknowledgment that neither TIDA nor any for-sale housing developer will be responsible for: (a) ensuring that the contact email address provided is current; (b) any inadvertent omission from the Premarketing Notice List, as long as the housing opportunity is marketed generally in the San Francisco area; or (c) guaranteeing that a Transitioning Household or a Post-Transition Tenant will qualify to purchase a new Dwelling.

5. Developer Notice Requirements. For-sale housing developers will be required to provide TIDA with advance notice of the Premarketing Window for each new for-sale housing development on NSTI, stating: (a) the start and end dates of the Premarketing Window; (ii) for each available Dwelling, the unit address, number of bedrooms, and initial offered price; (iii) the date(s) on which interested Transitioning Households, Post-Transition Households, and Post-Transition Tenants may tour the available Dwellings; and (iv) contact information for an authorized representative of the housing developer who can answer questions about the available Dwelling(s). TIDA will send email notices to all Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List before the Premarketing Window begins.

6. No Preferential Treatment. Transitioning Households, Post-Transition Households, and Post-Transition Tenants on the Premarketing Notice List will be offered the same purchase terms for the for-sale units as those offered to the general public.

a. Inclusionary units will be offered at a specified below-market-rate price to Transitioning Households, Post-Transition Households, and Post-Transition Tenants that meet all qualifying income and occupancy criteria for that Dwelling.

b. The purchase price of all other for-sale Dwellings will be the market-rate price.

c. Transitioning Households, Post-Transition Households, and Post-Transition Tenants will be required to qualify to purchase any Dwellings offered for sale during the Premarketing Window in the same manner as other members of the general public.

d. The Premarketing Window does not guarantee that a Transitioning Household, Post-Transition Household, or Post-Transition Tenant will qualify for the purchase or that its purchase offer will be accepted.

B. Moving Assistance

1. Covered Moving Expenses. All Transitioning Households that make Interim Moves and that select the Transition Unit Option for a Long-Term Move will receive either Actual Reasonable Moving Expenses or a Moving Expense Allowance. Actual Reasonable Moving Expenses will include:

a. transportation of persons and property upon NSTI;

- b. packing, crating, unpacking, and uncrating Personal Property;
- c. insurance covering Personal Property while in transit;
- d. connection charges imposed by public utilities for starting utility service;
- e. the reasonable replacement value of Personal Property lost, stolen, or damaged (unless caused by the Transitioning Household or its agent) in the process of moving, where insurance covering such loss, theft, or damage is not reasonably available; and
- f. the removal of barriers to the disabled and installations in and modifications to a disabled Person's new Dwelling as needed to accommodate special needs.

2. Allowance Alternative. A Transitioning Household electing a self-move for an Interim Move or a Long-Term Move into a Transition Unit will be paid according to the Moving Allowance Schedule in **Appendix 3** promptly after filing a claim form provided by TIDA and vacating the Existing Unit, unless the Household seeks and is granted an advance payment to avoid hardship.

3. Advance Payment to Avoid Hardship. A Transitioning Household may be paid for anticipated moving expenses in advance of the actual move. TIDA will make an advance payment whenever the Household files a claim form provided by TIDA supported by documents and other evidence that later payment would result in financial hardship. Particular consideration will be given to the financial limitations and difficulties experienced by low and moderate income residents.

4. Moving Expense Claims. A claim for payment of Actual Reasonable Moving Expenses must be supported by a bill or other evidence of expenses incurred.

a. Each claim greater than \$1,000 for the moving costs incurred by a Transitioning Household hiring a moving company must be supported by at least 2 competitive bids. If TIDA determines that compliance with the bid requirement is impractical, or if the claimant obtains estimates of less \$1,000, a claim may be supported by estimates instead. TIDA may make payment directly to the moving company.

b. A Transitioning Household's Actual Reasonable Moving Expenses will be exempt from regulation by the State Public Utilities Commission. TIDA may effect the moves by directly soliciting competitive bids from qualified bidders for performance of the work. Bids submitted in response to such solicitations will be exempt from regulation by the State Public Utilities Commission.

IX. IMPLEMENTATION OF TRANSITION HOUSING RULES AND REGULATIONS

A. Administration

1. Information Program. TIDA will maintain an information program using meetings, newsletters, and other mechanisms, including local media, to keep Villages residents informed on a continuing basis about: (a) TIDA's transition housing program and other information about the redevelopment process; (b) the timing and scope of any anticipated Interim Moves; (c) the timing and scope of anticipated Long-Term Moves, (c) procedures for implementing and making claims under these Transition Rules and Regulations; and (d) other information relevant to these Transition Rules and Regulations.

2. Nondiscrimination. TIDA will administer these Transition Housing Rules and Regulations in a manner that will not result in different or separate treatment on account of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, or any basis protected by local, state, or federal nondiscrimination laws.

3. Site Office. TIDA may establish a site office that is accessible to all Households to provide advisory assistance described in **Section III.B** (Interview Households and Offer Advisory Services). If TIDA establishes a site office, it will be staffed with trained and experienced personnel, who may be third-party housing specialists.

4. Amendments. These Transition Rules and Regulations may be amended by TIDA from time to time by a resolution of the TIDA Board adopting an amendment at a duly noticed public meeting.

B. Household Records

1. Contents. TIDA will maintain records for each Household containing information obtained during interviews, documents submitted by residents, and existing files of its property manager. The records will contain a description of the pertinent characteristics of the Persons in the Household, the assistance determined to be necessary, and the Household's decisions on Transition Benefits. Members of a Transitioning Household will have the right to inspect their own Transitioning Household records to the extent and in the manner provided by law.

2. Confidentiality. Household income information is confidential and will only be used for its intended purpose. Confidential information will not be disclosed to third parties outside of the Household unless all members of the Household provide their written consent to disclosure or a valid court order requires disclosure.

3. Publication of Aggregate Resident Data. TIDA will have the right to publish aggregate data about the resident population on NSTI, including information that is segmented according to aggregate Villages resident data and aggregate TIHDI resident data.

X. CLAIM AND PAYMENT PROCEDURES; TERMINATION OF TRANSITION HOUSING ASSISTANCE

A. Filing Claims; Tax Forms

1. Written Claims Required. TIDA will provide claim forms for payment under these Transition Rules and Regulations. All claims for In-Lieu Payments and Down Payment Assistance must be submitted to TIDA with the Household's notice of election of that specific Transition Benefit. All claims for moving expense payments must be submitted to TIDA within six months after the date on which the claimant makes an Interim Move or moves into a Transition Unit.

2. Tax Forms. TIDA: (a) makes no representations about the tax treatment of any payments or benefits of monetary value any Person receives under these Transition Housing Rules and Regulations; (b) will require all Persons who receive an In-Lieu Payment, Down Payment Assistance, moving assistance, or any other payment under these Transition Housing Rules and Regulations to provide TIDA with valid Social Security numbers for all recipients; and (c) will file W-9 forms for all payments and benefits of monetary value made or provided to any Person under these Transition Housing Rules and Regulations.

B. Treatment of Dependents

1. Allocation of Transition Benefits. The following will apply to any Person who derives 51% or more of his or her income from one or more Persons within the same Transitioning Household in an Existing Unit (the "**Supporting Household**") or otherwise meets his or her living expenses primarily through the monetary support of the Supporting Household (a "**Dependent**").

a. A Dependent who lives with the Transitioning Household will not be entitled to any Transition Benefit except as a part of the Household, and will be counted as a member of the Transitioning Household for determining Household size.

b. If the Dependent's primary Dwelling, as determined by voter registration, driver's license, or other forms of verification, is different from that of the Supporting Household when the Supporting Household selects and receives a Transition Benefit, the Dependent will not be counted as part of the Transitioning Household when determining: (i) the size of a Transition Unit; (ii) the amount of an In-Lieu Payment; or (iii) the amount of Down Payment Assistance.

2. Documentation of Dependent Status. Any Transitioning Household claiming a Dependent must provide third-party documentation that it is a Supporting Household. TIDA will have the right to require that the Supporting Household and Dependent, if applicable, provide copies of tax returns filed for tax years preceding the claim.

C. Adjustments for Multiple Claims; Nontransferability

1. Multiple Claimants. The amount of an In-Lieu Payment, Down Payment Assistance, or Moving Expense Allowance will be determined based on the total number of eligible members in the Transitioning Household. All adult members of a Household must sign the claim form and any other required documents as a condition to TIDA's obligation to pay Transition Benefits and moving assistance.

2. Multiple Claims. A single claim form for each payment claim by a Transitioning Household is preferred, but not required. Unless otherwise specified in a claim form, TIDA will issue separate checks to each adult in the Transitioning Household in equal shares, adjusted for Dependents and elderly or disabled members of the Household. If two or more eligible Persons in a single Transitioning Household submit more than one claim for any payment under these Transition Rules and Regulations, which in the aggregate exceed the payment limits to be made to the entire Transitioning Household, TIDA will pay each eligible claimant an equal share of the payment, up to the aggregate amount of the payment limits. As provided in **Section VII.A** (Down Payment Assistance), Transitioning Households that choose Down Payment Assistance will not receive direct payment; TIDA will deposit the entire amount of any Down Payment Assistance directly into escrow.

3. Nontransferability. The right to Transition Benefits and other assistance under these Transition Housing Rules and Regulations is personal to each member of a Transitioning Household and is not a property right. Therefore, a Transitioning Household's member's right to Transition Benefits and other assistance cannot be transferred by contract, inheritance, or any other means.

D. Termination of TIDA's Obligations

1. Termination of Right to Transition Benefits. TIDA's obligation to provide Transition Benefits to a Transitioning Household under these Transition Housing Rules and Regulations will terminate under the following circumstances:

- a. The Transitioning Household moves off NSTI before receiving a Long-Term Notice to Move or a Notice of Early In-Lieu Payment Option.
- b. The Transitioning Household moves to a Transition Unit and receives all moving assistance to which it is entitled.
- c. The Transitioning Household moves off-NSTI after receiving a Notice to Move or a Notice of Early In-Lieu Payment Option and receives an In-Lieu Payment.
- d. The Transitioning Household moves from an Existing Unit to a new for-sale Dwelling on NSTI and receives Down Payment Assistance.
- e. The Transitioning Household refuses reasonable offers of assistance, payments, and a Transition Unit after receiving a Notice to Move.

f. TIDA determines a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to Transition Benefits.

2. Acknowledgement of Change in Status upon Receipt of Benefits. Each member of a Transitioning Household that receives Transition Benefits will be required to acknowledge in writing that he or she has received or is about to receive the Transition Benefits, and, upon receipt, the Household will cease to be a Transitioning Household entitled to any Transition Benefits, other assistance, and advisory services under these Transition Housing Rules and Regulations.

3. Records as Evidence. TIDA will be entitled to rely on and use its written offers of Transition Benefits to a Transitioning Household that refuses them, and all other information in the Transitioning Household's records, as evidence in any grievance proceeding or lawsuit.

4. Notice of Status. Except for a change in status after the Transitioning Household receives a Transition Benefit, TIDA will provide written notice of any determination that a Household is not or has ceased to be a Transitioning Household or is otherwise not entitled to Transition Benefits, delivered to the Transitioning Household's last known address.

5. Termination of Other Assistance. TIDA's obligations to provide moving assistance and to provide notices of Premarketing Windows will terminate as provided in **Article VIII** (Other Assistance).

XI. GRIEVANCE PROCEDURES

A. Administrative Remedies

1. Right to Appeal and Be Represented by Counsel. Any member of a Household, and any Household, that disagrees with a TIDA determination regarding eligibility for Transition Benefits, the proposed amount of payment, or the adequacy of the Transition Unit to which the Transitioning Household was referred may appeal the determination, but the Person or Household (individually, or as a Household, the "**Grievant**") must exhaust the prescribed administrative remedies before seeking judicial review. The Grievant will be entitled to be represented by an attorney at his or her, or the Household's, own expense at all stages of review under these Transition Housing Rules and Regulations.

2. Executive Director Review. The first step in administrative remedies available to a Grievant is the right to an appeal to the Executive Director of TIDA, as follows:

a. The Grievant must make a written request for review by the Executive Director no later than 12 months after the Grievant receives either a Long Term Notice to Move or an Interim Notice to Move. The Grievant's written request must state the basis for the claim and the relief sought.

b. The Grievant will be entitled to meet with the Executive Director and to present additional evidence and information that the Grievant has not presented previously through the interview process.

c. The Executive Director will make a determination based on the information the Grievant has provided to TIDA through the interview processes as well as any additional information presented by the Grievant.

d. The Executive Director must make a final determination in writing, stating the reasons for the determination within six weeks after conferring with the Grievant.

3. Hearing Before Relocation Appeals Board. If the Grievant is not satisfied with the Executive Director's determination, the second step in the administrative remedies available to a Grievant is an appeal to the Treasure Island Relocation Appeals Board (the "RAB"), which will be determined according the procedures below.

a. No later than 30 days after the TIDA Executive Director delivers his or her written determination under **Section XI.A.2** (Executive Director Review) to the Grievant, the Grievant must submit a written appeal to the RAB, with a copy to TIDA, stating the basis for his or her claim and the relief sought by the Grievant. If the Grievant wishes to submit information in addition to that previously provided to TIDA, the additional information must be submitted with the written appeal, and TIDA will have 30 days to provide a response to any new material.

b. The RAB will review and reconsider the Grievant's claim in light of: (i) all material upon which the Executive Director based his or her original determination, including these Transition Housing Rules and Regulations; (ii) the Grievant's written request for an appeal; (iii) any additional written or relevant documentary material submitted by the Grievant; (iv) any material submitted by TIDA in response to new information submitted by the Grievant with the appeal; and (v) any further information that the RAB, in its discretion, obtains by request to ensure fair and full review of the claim.

c. The RAB may choose to hold a hearing, and must hold a hearing if requested by the Grievant. All RAB hearings will be public meetings subject to state and local public meeting laws. The RAB's review will be limited to whether the Grievant is entitled to the claimed relief under these Transition Housing Rules and Regulations. Its determination must be based on the information presented during the appeal and these Transition Rules and Regulations. All members of the RAB shall be required to disclose in a public meeting any communications and contacts such member has had with the Grievant outside of the hearing. The RAB will not be authorized to make any monetary award (including attorneys' fees and costs of appeal) other than a payment authorized under these Transition Rules and Regulations.

d. The RAB must issue a written determination to the Grievant and TIDA no later than six weeks from receipt of the last material submitted by any party or the date of the hearing, whichever is later, stating: (i) the RAB's decision; (ii) the basis upon which the decision rests, including any pertinent explanation or rationale; and (iii) a statement that the Grievant may appeal the decision in accordance with the procedure set forth below.

e. The RAB may reject an appeal for untimeliness by a written statement to the Grievant.

4. Administrative Law Judge Review. The final step in administrative remedies available to a Grievant is an appeal to an administrative law judge (“**ALJ**”) on the Rent Board staff who is assigned to hear appeals under these Transition Rules and Regulations, as follows:

a. No later than 30 days after the RAB delivers its written determination under **Section XI.A.3** (Hearing Before Relocation Appeals Board) to the Grievant, the Grievant must submit a written appeal to the ALJ, and deliver a copy of the appeal to TIDA at the same time, stating the basis for the claim and the relief sought.

b. TIDA will have 15 days after a signed appeal is filed with the ALJ to provide the ALJ with copies of information related to the Grievant’s case, including all additional evidence or information submitted by the Grievant to the RAB and TIDA’s records related to the Grievant.

c. The assigned ALJ may attempt to resolve the dispute without a hearing, but is not required to do so.

d. The ALJ will conduct a hearing unless the dispute has been resolved before the hearing date.

e. The ALJ must make a final determination in writing, stating the reasons for the determination, and deliver the determination to the Grievant, with a copy to TIDA at the same time. The ALJ determination must include a statement that the Grievant has exhausted administrative remedies under these Transition Rules and Regulations.

5. Right to Judicial Review. The Grievant may seek judicial review after the administrative remedies described above have been exhausted.

XII. PROPERTY MANAGEMENT PRACTICES

A. Eviction

1. Grounds for Eviction. In addition to all other grounds under the Residential Leases and California law, TIDA may initiate eviction proceedings to remove a Household from its Existing Unit:

a. after the date specified in a Notice to Move for an Interim Move or for a Long-Term Move has passed, and: (i) the Household is a Transitioning Household that has refused TIDA’s offers of a Transition Benefit, including the right to relocate to a Transition Unit; or (ii) the Household is a Transitioning Household that has not vacated its Existing Unit after selecting and receiving a Transition Benefit; or (iii) the Household is a Post-DDA Household and has failed to vacate the Existing Unit after receipt of a Notice of Move.

b. after TIDA issues a notice to move due to: (i) a major disaster as defined in § 102(2) of the federal Disaster Relief Act of 1974; (ii) a state of emergency declared by the President of the United States or the Governor of the State of California; or (iii) any other emergency that requires the Household to move immediately from the Existing Unit because continued occupancy of the Existing Unit by the Household constitutes a substantial danger to the health or safety, or both, of the Household.

B. Post-DDA Tenants

1. Notice of Status. Before prospective Post-DDA Tenants move into any Existing Unit, TIDA will inform them:

a. that the Existing Unit will be available only for an interim period pending redevelopment of NSTI;

b. of the projected date that the Existing Unit is expected to be vacated and demolished for development, if known;

c. that, along with all other Villages residents, all Post-DDA Tenants will receive periodic notices from TIDA with updates about the progress of the project;

d. that TIDA will provide 90 days' notice of the date by which they must vacate their Existing Unit; and

e. that no Post-DDA Tenant is eligible for Transition Benefits under these Transition Rules and Regulations or relocation benefits under applicable relocation laws.

2. Advisory Services. Post-DDA Tenants are not eligible for Transition Benefits under these Transition Housing Rules and Regulations, unless an exception under **Section II.A.1** (Defined Terms for Determining Eligibility) applies, but are eligible for advisory services under **Section III.B** (Interview Households and Offer Advisory Services).

XIII. INTERPRETATION

A. Rules of Interpretation and Severability

1. The captions preceding the articles and sections of these Transition Housing Rules and Regulations and in the table of contents have been inserted for convenience of reference only and must be disregarded in interpreting these Transition Housing Rules and Regulations. Wherever reference is made to any provision, term, or matter in these Transition Housing Rules and Regulations, the term “in these Transition Housing Rules and Regulations “ or “hereof” or words of similar import, the reference will be deemed to refer to any reasonably related provisions of these Transition Housing Rules and Regulations in the context of the reference, unless the reference refers solely to a specific numbered or lettered section, subdivision, or paragraph of these Transition Housing Rules and Regulations.

2. References to all laws, including specific statutes, relating to the rights and obligations of any person or entity mean the laws in effect on the effective date of these Transition Housing Rules and Regulations and as they are amended, replaced, supplemented, clarified, or superseded at any time while any obligations under these Transition Housing Rules and Regulations are outstanding, whether or not foreseen or contemplated.

3. The terms “include,” “included,” “including,” and “such as” or words of similar import when following any general term, statement, or matter may not be construed to limit the term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used, but will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter, and will be deemed to be followed by the phrase “without limitation” or “but not limited to.”

4. Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of “waive” applies to “waiver,” “waived,” “waiving”).

5. The provisions of these Transition Housing Rules and Regulations are severable, and if any provision or its application to any person or circumstances is held invalid by a final order or judgment of a court with valid jurisdiction over the matter, the invalid provision will not affect the other provisions or the application of those Transition Housing Rules and Regulations that can be given effect without the invalid provision or application.

APPENDIX 1

Sample of Tenant Income Certification Form
(as published by the California Tax Credit Allocation Committee)

To be attached.

APPENDIX 2

2010 In-Lieu Payment Schedule
Based on the 2010 San Francisco Rent Board Relocation Payments for No Fault Evictions
 (Adjusted for maximum of four adults)

Date of Second Notice to Move	In-Lieu Payment Amount Due Per Tenant	Maximum In-Lieu Payment Amount Due Per Unit <i>(Maximum of 4 Adults)</i>	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/10 – 2/28/11	\$5,101.00	\$20,404.00	\$3,401.00

APPENDIX 3

Sample Moving Expense Allowance Schedule
 (as published by the California Department of Transportation)

Fixed Moving Schedule CALIFORNIA (Effective 2008)	
Occupant Owns Furniture:	
1 room	\$625
2 rooms	\$800
3 rooms	\$1,000
4 rooms	\$1,175
5 rooms	\$1,425
6 rooms	\$1,650
7 rooms	\$1,900
8 rooms	\$2,150
Each additional room	\$225
Occupant does NOT Own Furniture:	
1 room	\$400
Each additional room	\$65

APPENDIX 4

Definitions

The following terms used in these Transition Rules and Regulations are defined as follows:

“**Actual Reasonable Moving Expenses**” is defined in **Section VIII.E** (Moving Assistance).

“**Adjusted for Changes in Bedroom Count**” is defined in **Section V.E.1** (Adjustment for Changes in Bedroom Count).

“**adult**” means a Person 18 years old or older.

“**Adult Student**” means an adult who, during the previous 12 months, was enrolled in two or more courses concurrently at an accredited educational institution, unless the Person is: (1) receiving assistance under Title IV of the Social Security Act; (2) enrolled in a job-training program; or (3) in a Transitioning Household composed entirely of full-time Adult Students who are single parents and are not listed as Dependents on someone else’s tax return or who are married and file a joint return.

“**ALJ**” is defined in **Section XI.A.4** (Administrative Law Judge Review).

“**Average Monthly Income**” when used in determining Base Monthly Rental Cost, means the Transitioning Household’s Household Income divided by 12.

“**Base Monthly Rental Cost**” means the amount that a Transitioning Household will pay as its initial rent for a Transition Unit, calculated as explained in **Section V.E** (Calculation of Base Monthly Rental Cost).

“**Base Redevelopment Act**” is defined in **Section I.A** (Background).

“**BRAC**” is defined in **Section I.A** (Background).

“**CEQA**” is defined in **Section I.A** (Background).

“**City**” means the City and County of San Francisco, a municipal corporation organized and existing under the laws of the State of California, or, as the context requires, the area within the City’s jurisdictional boundaries.

“**DDA**” is defined in **Section I.A** (Background).

“**DDA Effective Date**” is defined in **Section I.E** (Effective Date).

“**Decent, Safe, and Sanitary Housing**” means a Dwelling that meets the minimum requirements specified in **Section V.B** (Standards Applicable to Transition Units).

“**Dependent**” is defined in **Section X.B.1** (Treatment of Dependents).

“**Development Plan**” is defined in **Section I.A** (Background).

“**Down Payment Assistance**” means the Transition Benefit offered as part of the Unit Purchase Assistance Option, described in **Section VII.A** (Down Payment Assistance).

“**Dwelling**” means the primary Dwelling of a Household, including a single-family residence, a single-family residence in a two-family building, multi-family or multi-purpose building, or any other residence that either is considered to be real property under state law or cannot be moved without substantial damage or unreasonable cost.

“**elderly**” means a Person who is 62 years of age or older.

“**Existing Unit**” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“**First Notice to Move**” means a written notice to a Household, as described in **Section III.A** (First Notice to Move).

“**Good Standing**” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“**Grievant**” is defined in **Section XI.A** (Right to Appeal and Be Represented by Counsel).

“**Household**” is defined in **Section II.A.1** (Determination of Household Eligibility for Transition Benefits).

“**Household Income**” means the total annual income of a Household including the total annual income of all adults, determined according to the then-current Tenant Income Certification Form published by the Tax Credit Allocation Committee.

“**Households with Section 8 Vouchers**” means Transitioning Households that meet all of the criteria for occupying a Dwelling under Section 8 regulations and has been allocated a Section 8 Voucher..

“**HUD**” means the United States Department of Housing and Urban Development or any successor federal agency.

“**In-Lieu Payment**” means the Transition Benefit offered to Transitioning Households in the In-Lieu Payment Option, described in **Section VI.A** (In-Lieu Payment Option).

“**In-Lieu Payment Option**” means the Transition Benefit offered to Transitioning Households described in **Article VI** (Description of In-Lieu Payment Option).

“**Interim Move**” is defined in **Section I.D** (Overview and Program Framework).

“**Long-Term Move**” is defined in **Section I.D** (Overview and Program Framework).

“Low Income Household” means a Transitioning Household: (1) whose income does not exceed the qualifying limits for lower income Households as determined in accordance with Health and Safety Code Section 50079.5; and (2) that does not contain any Adult Students.

“minor” means a member of a Household who is under 18 years of age, excluding foster children, the head of Household, and a spouse of a member of the Household.

“Moderate Income Household” means a Household: (1) whose income exceeds the maximum income limitations for a Low Income Household, but does not exceed 120% of area median income as determined in accordance with Health and Safety Code Section 50093; and (2) that does not contain any Adult Students.

“Move Date” is defined in **Section III.C.1** (Second Notice to Move).

“Moving Expense Allowance” is defined in **Section III.E** (Complete the Move).

“Notice of Early In-Lieu Payment Option” is defined in **Section III.F** (Early Transition Benefits).

“Notice to Move” means a First Notice to Move or a Second Notice to Move, as appropriate in the context.

“NSTI” is defined in **Section I.A** (Background).

“Person” means an individual.

“Personal Property” means tangible property that is situated on real property vacated or to be vacated by a Transitioning Household and that is considered personal property under the state law, including fixtures, equipment, and other property that may be characterized as real property under state or local law, but that the tenant may lawfully and at his or her election may move.

“Post-DDA Tenant” is defined in **Section II.A1** (Determination of Household Eligibility for Transition Benefits).

“Post-Transition Household” is defined in **Section VIII.A** (Premarketing Assistance).

“Post-Transition Tenant” is defined in **Section VIII.A** (Premarketing Assistance).

“Premarketing Notice List” is defined in **Section VIII.A** (Premarketing Assistance).

“Premarketing Window” is defined in **Section VIII.A** (Premarketing Assistance).

“RAB” is defined in **Section XI.A.3** (Hearing before Relocation Appeals Board).

“**Rent Board Adjustment**” means the annual rent increases allowed by the San Francisco Residential Rent Stabilization and Arbitration Board under Chapter 37 of the Administrative Code.

“**Rent Board Schedule**” is defined in **Section VI.A.2** (Calculation of Payment).

“**Residential Lease**” is defined in **Section II.A.1** (Defined Terms for Determining Eligibility).

“**Second Notice to Move**” means a written notice to a Household, as described in **Section III.C** (Second Notice to Move).

“**Section 8**” means Section 8 of the United States Housing Act of 1937.

“**Sunset Date**” is defined in **Section VIII.A** (Premarketing Assistance).

“**Supporting Household**” is defined in **Section X.B.1** (Treatment of Dependents).

“**Tax Credit Eligible Household**” means a Transitioning Household that meets all of the criteria for occupying a Dwelling subject to a low income housing tax credit regulatory agreement, including maximum income limitations (generally not exceeding 60% of area median income).

“**Tenant**” means a Person who rents or is otherwise in lawful possession of a Dwelling, including a sleeping room, that is owned by another Person.

“**Term Sheet Resolution**” is defined in **Section I.A** (Background).

“**The Villages**” is defined in **Section I.A** (Background).

“**TICD**” is defined in **Section I.A** (Background).

“**TIDA**” is defined in **Section I.A** (Background).

“**TIDA Board**” is defined in **Section I.A** (Background).

“**TIHDI**” is defined in **Section I.A** (Background).

“**Transition Benefits**” is defined in **Section I.B** (Purpose).

“**Transition Housing Rules and Regulations**” is defined in **Section I.A** (Background).

“**Transition Unit**” is a newly-constructed Dwelling on Treasure Island that meets the standards of **Section V.B** (Standards Applicable to Transition Units).

“**Transition Unit Option**” means the benefit offered to Transitioning Households described in **Article V** (Description of Transition Unit Option).

“Transitioning Household” is defined in **Section II.A.** (Determination of Household Eligibility for Transition Benefits).

“Unit Purchase Assistance Option” means the Transition Benefit offered to Transitioning Households, described in **Article VII** (Description of Unit Purchase Assistance Option).

“Unlawful Occupancy” is defined in **Section II.A.1** (Determination of Household Eligibility for Transition Benefits).

“Utility Adjustment” means the amount by which rent for a Transition Unit will be adjusted downward to reflect any utilities that are not included in the rent of the Transition Unit, if the same utilities were included in the rent of the Existing Unit. The downward rent adjustment will be calculated according to the Utility Allowance Schedule.

“Utility Allowance Schedule” means the schedule published by the San Francisco Housing Authority to determine allowances for tenant-furnished utilities for Dwelling Units in the City. If the San Francisco Housing Authority publishes a Utility Allowance Schedule that includes allowances for energy efficient appliances or Dwelling Units, the energy efficient schedule will be used for the Utility Adjustment. For these Transition Housing Rules and Regulations, only allowances specifically allocated to electricity, natural gas, trash, water, and sewer, if applicable, will be considered.

ATTACHMENT 4

DRAFT Treasure Island and Yerba Buena Island
Design for Development ("D4D")

This document may be viewed at the following link:

http://sftreasureisland.org/ftp/devdocs/TI_D4D_Book_02042011.pdf

Please note that this is a large file (approximately 233MB).