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

This PLANNING COOPERATION AGREEMENT (this "**Agreement**") is entered into as of _____ by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, established pursuant to the California Community Redevelopment Law ("**Agency**"), and the PLANNING DEPARTMENT OF THE CITY AND COUNTY OF SAN FRANCISCO, established pursuant to the Charter and Ordinances of the City and County of San Francisco ("**Department**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings for such terms set forth in the Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) (as amended from time to time, the "**DDA**") dated for reference purposes as of June 3, 2010, between the Agency and CP DEVELOPMENT CO., LP, a Delaware limited partnership (together with its successors, "**Developer**"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings for such terms set forth in the DDA, unless otherwise noted.

RECITALS

A. Under the California Community Redevelopment Law, Section 33333 of the California Health & Safety Code, a redevelopment plan authorizes, among other things, the land uses and controls for development in a redevelopment project area.

B. Pursuant to Sections 33128 and Section 33220 of the California Health and Safety Code, the Agency has access to the services of the Department and the authority to obtain its assistance and cooperation in the planning, undertaking, and operation of redevelopment projects located within areas in which the Department is authorized to act.

C. Under Section 4.105 of the Charter of the City and County of San Francisco, the Planning Commission and the Planning Department have the authority, among other things, to approve permits for development in the City and County of San Francisco and to administer and enforce the City's Planning Code (the "**Planning Code**").

D. In 2006, the Board of Supervisors adopted and the Mayor approved the Bayview Hunters Point Redevelopment Plan ("**BVHP Redevelopment Plan**") to include a substantial additional land, referred to as Project Area B, within the Bayview Hunters Point Redevelopment Plan Project Area ("**BVHP Project Area**").

E. The Agency and the Department entered into a Delegation Agreement dated as of September 19, 2006 to define the roles of the respective parties in the implementation of the BVHP Redevelopment Plan ("**BVHP Delegation Agreement**"). Among other tasks the BVHP Delegation Agreement specified that the Department will approve permits and otherwise administer and enforce the Planning Code for any property or project that does not require Agency Action. Agency Action is defined as the Agency's funding, acquisition, disposition, or development of property through a disposition and

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

F. In 1997, the Board of Supervisors adopted and the Mayor approved the Hunters Point Shipyard Redevelopment Plan ("**Shipyard Redevelopment Plan**"). The Shipyard Redevelopment Plan controls land uses within the Hunters Point Shipyard Redevelopment Plan Project Area ("**Shipyard Project Area**") and relies on two associated Hunters Point Shipyard Designs for Development (one for Phase 1 and another for Phase 2) to regulate development within the Shipyard Project Area. Except where it expressly provides otherwise, the Shipyard Redevelopment Plan supersedes the Planning Code.

G. Improving the quality of life of the residents of Bayview Hunters Point, also known as BVHP, is one of the City's and the Agency's highest priorities. Expediting the revitalization of BVHP will provide long overdue improvements to the BVHP community that will also benefit the City as a whole. Both the Hunters Point Shipyard and the Candlestick Site are part of BVHP, and together they make up the largest area of under-used land in the City.

H. The BVHP community, elected officials and City voters have expressed their support for revitalizing the Candlestick Site and the Shipyard Site as an integrated project. In May 2007, the Board of Supervisors adopted and the Mayor approved Resolution No. 264-07 (the "Framework Resolution"), endorsing a Conceptual Framework for the integrated development of the Candlestick Site and the Shipyard Site (the "**Conceptual Framework**"). The Conceptual Framework envisioned a major mixed-use project, including hundreds of acres of new waterfront parks and open space, thousands of new units of housing, a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Shipyard and a site for a new stadium for the 49ers on the Shipyard Site.

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

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

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

3. The City, the Agency, and other public agencies with jurisdiction over aspects of the Project to proceed as expeditiously as possible to implement Proposition G and take actions such as adopting land use controls for the Project Site consistent with Proposition G's objectives, subject to public review processes outlined in Proposition G. Finally, by adopting Proposition G, the voters "encourage the Board of Supervisors and other public agencies with applicable jurisdiction to approve such final development plans at the conclusion of the review process . . . so long as the Board of Supervisors and the Mayor then determine that such plans are generally consistent with [Proposition G's] objectives," even if the final development plan for and boundaries of the Project Site are materially different from those identified in Proposition G due to variables such as market changes, economic feasibility, and the 49ers' decision regarding a stadium.

J. Since February 2007, the Project has been reviewed by the BVHP community and other stakeholders in over two hundred-thirty (230) public meetings, including those held before the PAC, the CAC, the Agency Commission, the Board of Supervisors, the Planning Commission and other City commissions and in other local forums.

K. Concurrently with this Agreement, (1) the Planning Commission and the Agency Commission are certifying an environmental impact report for the Project, and adopting findings and mitigation measures under the California Environmental Quality Act ("**CEQA**") that must be implemented to reduce the environmental impacts of the Project to less than significant (the "**Mitigation Measures**"), and (2) the Agency Commission is approving an amendment to the BVHP Redevelopment Plan (the "**BVHP Plan Amendment**") and an amendment to the Shipyard Redevelopment Plan (the "**Shipyard Plan Amendment**", together with the BVHP Plan Amendment, the "**Plan Amendments**"), subject to the approval of the Board of Supervisors. The BVHP Plan Amendment establishes two distinct zones within Project Area B: Zone 1, which consists of the Candlestick Site, and Zone 2, which consists of the remainder of Project Area B. As amended, the Shipyard Redevelopment Plan and the BVHP Redevelopment Plan (sometimes referred to collectively as the "**Redevelopment Plans**") are consistent with and implement Proposition G.

L. Concurrently with this Agreement, the Agency Commission and the Planning Commission are approving the Phase 2 Hunters Point Shipyard Design for Development and the Candlestick Point Design for Development (individually and collectively, the "**Design for Development**"), and taking additional actions consistent therewith to implement the Project, and the Agency Commission is approving the DDA. The redevelopment of the

Project Site shall be completed in accordance with the Redevelopment Plans, the Plan Documents (as defined in each of the Redevelopment Plans), and the Design for Development (collectively, the "**Redevelopment Documents**").

M. The BVHP Redevelopment Plan controls land uses within the BVHP Project Area and relies on the Candlestick Point Design for Development to regulate development within the Candlestick Site. Except where it expressly provides otherwise, the BVHP Redevelopment Plan supersedes the Planning Code as to Zone 1 of the BVHP Project Area.

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

O. The purpose of this Agreement is to define the roles of the parties in the implementation of the Project under the DDA to ensure that all development in the Project Site is in accordance with the Redevelopment Documents, which include the Redevelopment Plans and the Design for Development.

P. Nothing in this Agreement shall change the roles of the Department or the Agency within Zone 2 of the BVHP Plan not covered by the DDA. Development in Zone 2 of the BVHP Plan will continue to be governed by the existing terms of the BVHP Delegation Agreement.

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

1. **Term**. This Agreement will become effective upon the adoption by the Board of Supervisors of an ordinance approving the Redevelopment Plan Amendments, and will terminate, with respect to any portion of the Project Site, on the date that the DDA terminates with respect to that portion of the Project Site. Upon the effective date of this Agreement, Zone 1 in the BVHP Redevelopment Plan shall be deleted from the BVHP Delegation Agreement and the roles and responsibilities of the Agency and the Department in the implementation of all development within the Project Site shall be governed by this Agreement.

2. **Interagency Working Group**. The Agency and the Department shall form an Interagency Working Group composed of Department staff assigned pursuant to this Agreement and Agency staff responsible for implementing the Redevelopment Plans ("Working Group").

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

3. **Cooperation:** The Agency and the Department, do hereby agree to work cooperatively to review Project Applications in accordance with this Agreement to ensure that all Project Applications comply with the Redevelopment Documents and the provisions of the Planning Code that are applicable pursuant to the Redevelopment Plans. Both parties agree to act expeditiously on Project Applications as required and in a manner consistent with the Redevelopment Documents and this Agreement. To achieve these objectives, the parties agree to the following:

    3.1 To schedule Department and Agency hearings or meetings in a manner so as to facilitate the approval process and to avoid conflicting actions or directions relative to a Project Application;

    3.2 To inform and educate the staff of both the Department and the Agency of the requirements of this Agreement, the Redevelopment Plans, applicable sections of the Planning Code to the extent expressly provided in the Redevelopment Plans, and other policies and procedures related to the implementation of the Project; and

    3.3 To continue providing the BVHP community with land use, transportation, urban design, and infrastructure planning services to integrate the Project Site with the surrounding community.

4. **Agency Responsibilities:** The Agency shall assign appropriate staff, including project management staff, design review staff and others, to review and process Project Applications, on a priority basis, in the Project Site.

    4.1 The Agency shall review and consider, and approve or deny, all Major Phase, Sub-Phase and Vertical Applications for development within the Project Site and maintain final approval over any action that does not require action by the Planning Commission, as defined in this Agreement, the DRDAP, and the Redevelopment Plans. The Agency shall review all Project Applications and submittals for completeness and consistency with the Redevelopment Documents.

    4.2 Before the Agency approves any Major Phase Application, Streetscape Master Plan, Schematic Design Documents Application for Open Space, or Schematic Design Documents Application for Vertical Improvements, the Director of the Department (the "**Planning Director**") will have the opportunity to review and comment on the proposed design and plans, but in an advisory capacity only. The Agency will submit each Complete Major Phase Application, Streetscape

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

4.3 The Agency and the Department will cooperate to act consistently with respect to the design of specific office developments on Lots. To the extent a Schematic Design Documents Application includes an office defelopment on a Lot requiring an allocation under Sections 101.1 and 320-325 of the Planning Code (Office Allocation), shall be approved by the Planning Commission prior to consideration by the Agency Commission. Pursuant to Resolution No. _____, the Planning Commission adopted: a) findings that the research and development and office development contemplated by the Redevelopment Plans promotes the public welfare, convenience, and necessity; b) making findings required pursuant to Section 320-325 of the Planning Code; and c) establishing priority, with certain exceptions, for certain of the research and development and office development of the Project over such development elsewhere in the City. The Agency and the Department shall cooperate to act in conformance with this Resolution and the related Redevelopment Plan provisions regarding approval of office development.

4.4. When the Agency reviews and considers approvals of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements within the Project Site, it shall describe any comments and recommendations of the Planning Director in its report to the Agency Commission; provided however, that the Department may present its views of Major Phase Applications, Streetscape Master Plans, Schematic Design Documents Applications for Open Space, and Schematic Design Documents Applications for Vertical Improvements to the Agency Commission in a separate report or at a public hearing held by the Agency Commission as part of its review and consideration of the Application.

4.5 The Agency shall provide staff to assist the Department with design review of Agency Applications in the Project Site.

4.6 Before the expiration of the controls contained within the Redevelopment Plans and Design for Development, the Agency shall provide staff to assist in the review and rezoning of the Project Site to institute long-term mixed use zoning districts in a manner consistent with the Redevelopment Plans and Design for Development in order to provide continuity with zoning and land use controls.

4.7 The Agency shall consider amendments to the Design for Development as may be needed to maintain consistency with applicable policies of the Planning Code and with the goals and objectives of the Redevelopment Plans. Subject to Developer's Consent as required under the DDA, the Agency staff shall present to the Planning Commission for its approval proposed amendments to the Design for Development.

5. **Department Responsibilities:** The Department shall assign appropriate staff, including a permit planner, an environmental planner and others as needed, to review and process Project Applications that are referred to the Department under this Agreement, and verify the consistency of the City Application with environmental review completed for the Project or conduct any necessary additional review as required by CEQA.

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

5.2 The Agency and the Department will cooperate to act consistently with respect to the design of specific office developments on Lots. Schematic Design Documents Applications, which require findings and an allocation under Sections 101.1 and 320-325 of the Planning Code (Office Allocation), shall be approved by the Planning Commission prior to consideration by the Agency Commission. Pursuant to Resolution No. _____, the Planning Commission adopted: a) findings that the research and development and office

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

5.3 Before the expiration of the controls contained within the Redevelopment Plans and Design for Development, the Department shall provide staff to assist in the review and rezoning of the Project Site to institute long-term mixed use zoning districts in a manner consistent with the Redevelopment Plans and Design for Development in order to provide continuity with zoning and land use controls.

5.4 To the extent amendments to the Design for Development are proposed by the Agency or Developer, the Department shall review and consider such amendments pursuant to the requirements of the Applicable City Regulations, the applicable Redevelopment Plan, and the applicable Design for Development. Subject to Developer's Consent as required under the DDA, proposed amendments to the Design for Development shall be presented by the Department to the Planning Commission for its approval.

5.5 When Department staff presents any item that requires findings and an allocation under Sections 101.1 and 320-325 of the Planning Code to the Planning Commission, it shall describe any comments and recommendations of the Agency staff in its report to the Planning Commission prior to its approval; provided however, that the Agency may present its views of the item in a separate report or at a public hearing held by the Planning Commission as part of its consideration of the item.

5.6 In connection with the certification of the EIR, the adoption of the Mitigation Measures and approval of the Design for Development, the Planning Commission made General Plan findings as required by the City's Charter that the Project, as a whole and in its entirety, is consistent with the General Plan and the Planning Principles set forth in Section 101.1 of the Planning Code (together, the "**General Plan Consistency Finding**"). The General Plan Consistency Finding is intended to support all future approvals by the City, including the Planning Commission or the Department, that are consistent with the Redevelopment Plans and the Design for Development. Thus, to the maximum extent practicable subject to applicable law, the Department shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all discretionary actions related to the Project, including but not limited to subdivision, public infrastructure acceptance, street vacations, and any other Project-related actions requiring General Plan determinations pursuant to State law or the Applicable City Regulations. In the event that the

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

5.7 The Department, at the request of the Agency, shall initiate any required revisions to the Planning Code required to address changes in the Redevelopment Plans.

6. **Amendments to the Design for Development**. Any amendments to the Design for Development shall be approved by the both the Planning and Agency Commissions as provided in the Redevelopment Plans.

7. **Community Participation.** At the direction of the Agency Executive Director, the Agency staff shall work with the Hunters Point Shipyard Citizens Advisory Committee ("CAC") and the Bayview Hunters Point Project Area Committee ("PAC"), or their successors, to obtain community input and guidance on Streetscape Master Plans, Signage Master Plans, Complete Major Phase Applications and Complete Schematic Design Document Applications for Vertical Improvements and Open Space, and any amendments to the Design for Development, prior to any action by the Agency Commission.

8. **Amendment.** The Agency and Department hereby reserve the right to amend or supplement this Agreement at any time by mutual consent for any purpose. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, following approval by the Agency Commission and the Planning Commission.

8.1 The Executive Director of the Agency and the Director of the Department shall consult with each other on matters arising out of this Agreement from time to time, and specifically with respect to questions regarding the scope of authority delegated hereunder.

8.2 Any amendments to this Agreement shall be consistent with DDA, the Redevelopment Plans, and applicable Planning Code sections to the extent provided in the Redevelopment Plans.

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

10. **Administrative Fees and Cost Recovery.** Nothing in this Agreement precludes or constrains the Department from charging or collecting any Administrative Fees; provided the Department will not charge or collect amounts greater than the Administrative Fees in effect at the time the Department service is rendered. The DDA requires the Developer to pay or cause to be paid Agency Costs, as defined in the DDA, which includes reimbursement for specified City and Agency costs related to the Project. City Agency costs that are covered by Administrative Fees paid directly by Developer or Vertical

Developers to the City Agency are not Agency Costs. The Department shall submit to the Agency quarterly invoices for all Agency Costs incurred by the Department under this Agreement to the Agency for reimbursement under the DDA. To the extent the Department fails to submit such invoices, the Mayor's Office or its designee shall request and gather such billing information and forward the same to the Agency. Any Agency Cost of the Department that is not invoiced to the Agency within twelve (12) months from the date the Agency Cost was incurred shall not be recoverable. The Agency shall submit all invoiced Agency Costs to Developer in accordance with the DDA, and upon receipt of funds from Developer or Vertical Developers for such invoices, the Agency shall promptly forward such invoiced amounts to the Department. "**Administrative Fees**" as used in this Section 10 are defined in the Redevelopment Plans.

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

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

13. **Developer Default**. If a Developer Party has committed an Event of Default of its obligations under the DDA, including failure to pay Agency Costs (following expiration of any notice and cure periods), any City or Agency obligations under this Agreement with respect to the breaching party will be suspended and will not be reinstated unless and until the breaching party cures the Event of Default. For purposes of this Agreement, an Event of Default under the DDA will not relieve the City or Agency of any obligation under this Agreement that arose before the Event of Default (except with respect to terminated

portions of the DDA). This Section 13 does not limit any other Agency rights or remedies under the DDA, or any other City rights or remedies under the Applicable City Regulations or applicable State or federal laws.

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

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

PLANNING DEPARTMENT

By:_____
John Rahaim
Director

REDEVELOPMENT AGENCY

By:_____
Fred Blackwell
Executive Director

APPROVED AS TO FORM:

_____
Charles Sullivan
Deputy City Attorney

_____
James B. Morales
Agency General Counsel

DEVELOPER'S CONSENT TO
PLANNING COOPERATION AGREEMENT

By signing below Developer, on behalf of itself, its Transferees and all Vertical Developers (each, a "**Developer Party**") acknowledges that the Developer Parties are intended third-party beneficiaries of the Planning Cooperation Agreement Between the San Francisco Redevelopment Agency and the San Francisco Planning Department for Zone 1 of the Bayview Hunters Point Redevelopment Project Area and Phase 2 of the Hunters Point Shipyard Redevelopment Project Area dated for reference purposes as of June 3, 2010 (the "**Agreement**"), to which this Developer's Consent (this "**Developer's Consent**") is attached and incorporated. Capitalized terms used but not otherwise defined in this Developer's Consent shall have the meanings for such terms set forth in the Agreement. By recording the DDA and the Agreement, the Parties acknowledge and agree that the Agreement and this Developer's Consent shall apply to, and burden and benefit, the Agency and the Developer Parties whether or not this Agreement or Developer's Consent is specifically referenced in any Assignment and Assumption Agreement.

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

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

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

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

CP DEVELOPMENT CO., LP,
a Delaware limited partnership

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

By: _____

Name: _____ Kofi Bonner
Its: _____ Authorized Representative

By: _____

Name: _____

Its: _____ Authorized Representative