REDEVELOPMENT PLAN
FOR THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT
DRAFT PLAN AMENDMENT
MARCH 11, 2010

SAN FRANCISCO
REDEVELOPMENT AGENCY

Adopted _____, 2010

REDEVELOPMENT PLAN
FOR THE
BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT

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

Amendments Adopted and Approved by the Board of Supervisors
of the City and County of San Francisco,
Ordinance No. 280-70, August 24, 1970,
Ordinance No. 475-86, December 1, 1986,
Ordinance No. 417-94, December 12, 1994,
Ordinance No. 113-06, June 01, 2006,
and Ordinance No. xxx-xx, XXX xx, 2010.

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1.0 BAYVIEW HUNTERS POINT REDEVELOPMENT PLAN OVERVIEW

When adopted in 2006, this Bayview Hunters Point Redevelopment Plan[1] ("**Redevelopment Plan**") amended the redevelopment plan formerly known as the Hunters Point Redevelopment Plan for the redevelopment project area formerly known as "**Hunters Point Redevelopment Project Area.**" In January 2009, the portion of the Redevelopment Plan covering the Hunters Point Redevelopment Project Area (also known as Project Area A) expired and, as a result, the Redevelopment Agency of the City and County of San Francisco ("Agency") has no authority to act pursuant to that portion of the Redevelopment Plan except to pay previously incurred indebtedness, to enforce existing covenants, contracts, or other obligations, and to comply with affordable housing obligations, which includes the use of its tax increment for the funding of affordable replacement housing.[2] With the expiration of Project Area A, only the area added by the 2006 amendment constitutes the "**Bayview Hunters Point Redevelopment Project Area**" (sometimes referred to as the "**Project Area.**" During the preparation of this Redevelopment Plan, the Redevelopment Agency of the City and County of San Francisco ("**Agency**") consulted with the PAC, the Planning Department and other departments of the City and County of San Francisco.

1.1 Bayview Hunters Point Redevelopment Plan Overview

1.1.1 Significant Community Participation In Planning Process

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

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

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[1] Capitalized terms have the meaning set forth in Section 1.1.9 Definitions unless otherwise indicated in the text.

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

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

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

1.1.2 Contents of the Plan

This Redevelopment Plan consists of this text, the Redevelopment Boundary Maps (Maps 1 & 2), the Legal Description of Project Area Boundaries (Attachments A & B), the Activity Nodes Map (Map 3), and the Redevelopment Land Use Maps (Maps 4 & 5). All attachments and maps are incorporated into this Redevelopment Plan by reference. This Redevelopment Plan was prepared by the Agency pursuant to the Community Redevelopment Law of the State of California (Health & Safety Code §§ 33000 *et seq*.) ("**Community Redevelopment Law**" or "**CRL**"), the California Constitution, and all applicable local codes and ordinances. The Project Area is in Bayview Hunters Point, City and County of San Francisco, State of California and includes all properties within the Project Area boundary shown on the Redevelopment Boundary Maps.

1.1.3 Project Area Boundaries

The Project Area consists of Project Area B which has two sub-areas: Zone 1 (also known as the Candlestick Point Sub-Area) and Zone 2. [3]

Project Area B includes portions of the Survey Area designated and described in Resolution No. 26-95 adopted by the Board of Supervisors of the City and County of San Francisco on January 3, 1995, and formally designated in name as the "Bayview Hunters Point Survey Area" in Resolution No. 439-99 adopted by the Board of Supervisors on May 10, 1999. The BVHP Project Area was adopted on June 1, 2006 by Ordinance No. 113-06. The boundaries of Project Area B are indicated on Map 2, Added Area Boundary Map Area B, and the legal description is found in Attachment B.

A portion of the original Bayview Hunters Point Survey Area created in 1995 centered around the Hunters Point Shoreline Activity Node, also referred to as the India Basin Shoreline, may be added as Project Area C as part of a future plan amendment, as described in Section 1.1.8 below.

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

1.1.4 Conformance with the General Plan

The Redevelopment Plan is consistent with the General Plan of the City and County of San Francisco and its applicable elements, including the BVHP Area Plan, the Candlestick Point Sub-Area Plan, in effect on the effective date of the ordinance adopting amendments to this Redevelopment Plan (Ordinance No. xxx-10). The Redevelopment Plan is also in conformity with the eight Priority Policies of Section 101.1 of the Planning Code in effect at the date of adoption of amendments to this Redevelopment Plan.

1.1.5 Powers, Duties and Obligations for Implementation of the Plan

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

1.1.6 Powers and Duties of the Project Area Committee

The PAC has the role and duties listed in Section 33347.5 and Sections 33385 through 33388 of the CRL, which requires, among other things that the Agency consult with and obtain the advice of a project area committee on policy matters affecting the residents of the project area "throughout the period of preparation of the redevelopment plan and for a three-year period after the adoption of the redevelopment plan, subject to one-year extensions by the legislative body." Section 33386. The required three-year period for the PAC is to be reset by this plan amendment. When the term of the existing PAC expires, the Agency shall request, on an annual basis, that the Board of Supervisors authorize one-year extensions of the PAC for the duration of this Redevelopment Plan or otherwise ensure, pursuant to CRL Section 33385(f), that another advisory committee is formed for the duration of the Redevelopment Plan. The Agency will consult with and seek the advice of the PAC or other advisory committee on policies and programs designed to implement this Redevelopment Plan.

1.1.7 Preliminary Plan

This Redevelopment Plan is based on the Amended Preliminary Plan for the South Bayshore Redevelopment Project Area, formulated and adopted by the Planning Commission by Motion No. 14205 on October 10, 1996 and as revised by the Planning Commission by Motion

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

1.1.8 Remaining Survey Area Subject to Further Analysis and Incorporation

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

1.2 Planning Goals and Objectives for the Project Area

1.2.1 Redevelopment Project Area Objectives

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

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

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

1.2.2 Implementation Plan for the Project Area

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

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

1.2.3 Related Plan Documents for the Project Area

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

1.2.4 Historical Survey of the Project Area

As part of the Agency's annual budget, the Agency shall seek funding from the Board of Supervisors to conduct a building-by-building historical survey of each parcel in the Project Area. The Agency shall complete the survey within five years from the date that the Agency first receives sufficient funding from the City to initiate the survey. If funded, this survey will include, among other things, an architectural description and analysis together with historical documentation of each building, structure, or object and will also note whether it has been designated in any existing City survey or other official listing. In seeking this funding, the Agency may identify particular subareas of the Project Area that will be surveyed incrementally over a period of time so that completion of the entire survey of the Project Area will occur over a five year period. The Agency may request funding for a subarea survey based on its inclusion in the Planning Department's rezoning efforts, its identification in this Redevelopment Plan as an Economic Development Activity Node, or some other reasonable classification of an area for survey purposes. As of the plan amendment in 2010 (by Ordinance No. _____), a Historic Survey has been conducted for the Candlestick Point (Zone 1), the Hunters Point Shoreline (including BVHP Survey Area C), and the Town Center Activity Nodes.

1.2.5 Performance Audit

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

1.3 Redevelopment Plan Duration

1.3.1 Plan Duration for Project Area A

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

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

1.3.2 Plan Duration for Project Area B

The provisions of this Redevelopment Plan for Project Area B will be effective for thirty years from the adoption of the ordinance approving the Bayview Hunters Point Plan by the Board of Supervisors on June 2, 2006; except that the nondiscrimination and nonsegregation provisions will run in perpetuity. After this time limit on the duration and effectiveness of this Redevelopment Plan, the Agency will have no authority to act pursuant to this Redevelopment Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts, and, except that, if the Agency has not completed its housing obligations pursuant to CRL Section 33413, it will retain its authority to implement its requirements under CRL Section 33413, including its ability to incur and pay indebtedness for this purpose, and will use this authority to complete these housing obligations as soon as reasonably possible.

1.4 Redevelopment Activities for the Project Area

1.4.1 Redevelopment Actions

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

- Providing very low-, low- and moderate-income housing, including supportive housing for the homeless;
- Preserving the availability of affordable housing units assisted or subsidized by public entities, which are threatened with conversion to market rates;
- Requiring the integration of affordable housing sites with sites developed for market rate housing;

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

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

1.4.2 Personal Property Acquisition and Disposition

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

1.4.3 Real Property Acquisition

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

1.4.4 Real Property Disposition and Development

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

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

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

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

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

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

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

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

1.4.5 Prohibitions and Limitations on Use of Eminent Domain

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

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

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

1.4.6 Rehabilitation, Conservation and Moving of Structures

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

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

1.5 Community Revitalization Activity Nodes

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

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

1.5.1 Northern Gateway

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

1.5.2 Town Center

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

- Create community service spaces centered around Third Street and Oakdale Avenue.
- Promote the enhancement of transit hubs, including Muni and CalTrain, to bring people to Bayview Hunters Point and to provide residents with improved connections to employment.
- Develop community destinations and gathering places – including plazas and locations for festivals, fairs, a farmer's market and community events.

1.5.3 Health Center

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

1.5.4 South Basin

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

1.5.5 Oakinba

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

1.5.6 Hunters Point Shoreline

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

1.5.7 Candlestick Point

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

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

1.6 Community Enhancements and Benefits Program for the Project Area

1.6.1 Community Benefits Program

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

1.6.2 Proposed Benefits Programs

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

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

- Creation of job readiness, training, and placement programs for local residents.

1.6.3 Open Space

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

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

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

1.7 Affordable Housing in the Project Area

1.7.1 Affordable Housing Program

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

Further the Agency may only utilize citywide affordable housing funds from Zone 1 of the Project Area for the production of affordable housing outside of the Project Area subject to the limitation of the Tax Allocation Agreement and any disposition and development agreement.

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

1.7.2 Affordable Housing Production Goals

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

In Zone 1, the Agency shall meet this Community Redevelopment Law requirement through implementation of one or more disposition and development agreements that include the Candlestick Point Hunters Point Shipyard Phase 2 Below Market Rate Housing Plan. In Zone 2 of the Project Area, the Agency shall exceed the Community Redevelopment Law requirement by making at least twenty-five percent (25%) of all new and substantially rehabilitated dwelling units developed within Project Area B by public or private entities or persons other than the Agency be available at affordable housing cost to, and occupied by, persons and families of extremely low-, very low-, low- or moderate-income, as defined by the CRL. Not less than forty percent (40%) of the dwelling units required to be available at affordable housing cost to, and occupied by, persons and families of extremely low-, very low-, low- or moderate-income shall be available at affordable housing cost to, and occupied by, extremely low- and very low-income households. In addition, within Zone 2 of the Project Area, the maximum income eligibility shall reflect the lower household incomes within the Bayview Hunters Point community and shall therefore be fifty percent (50%) of AMI for rental units and one hundred percent (100%) of AMI for owner-occupied units with a goal of achieving an average of eighty percent (80%) of AMI for owner-occupied units.

1.7.3 Affordable Housing Participation Policy

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

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

In Zone 2 of the Project Area, developers of housing shall comply with the citywide Inclusionary Housing Ordinance, as described in Sections 315 et seq. of the Planning Code, and as it may be further amended from time to time, except that: (a) the duration, monitoring, marketing, and controls for affordable units shall be consistent with the Community Redevelopment Law and Agency policy; (b) the number of units required under Sections 315.4 and 315.5 of the Planning Code shall be increased to at least fifteen percent (15%) of all units constructed on the project site and twenty percent (20%) of all units constructed off-site; (c) the construction of off-site units under Sections 314.4(e)(1) and 315.5 of the Planning Code shall

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

1.7.4 Tax Increment Committed To Housing

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

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

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

The Agency may use the funds specified in CRL Section 33334.2 to meet, in whole or in part, the replacement housing provisions or the affordable housing production provisions. These

funds may be used inside the Project Area. These funds may be used outside the Project Area only if findings of benefit to the Project Area are made as required by CRL Section 33334.2(g).

1.7.5 Replacement Housing

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

1.7.6 Occupancy Preferences

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

1.8 Methods of Financing the Redevelopment Plan in the Project Area

1.8.1 General Description of Proposed Financing Method

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

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

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

1.8.2 Tax Increment Financing

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

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

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

The Agency irrevocably pledges the portion of taxes mentioned above and hereby for the payment of the principal and interest on the advance of monies, or making of loans or the incurring of an indebtedness (whether funded, refunded, assumed or otherwise), to finance or refinance the implementation of this Redevelopment Plan in whole or in part, including direct and indirect expenses; provided, however, that the portion of taxes received from Zone 1 of the Project Area shall be pledged for the implementation of those sections of this Redevelopment

Plan for Zone 1; and provided further that the portion of taxes received from Zone 2 of the Project Area shall be pledged for the implementation of those sections of this Redevelopment Plan for Zone 2. The Agency is authorized to make pledges as to specific advances, loans and indebtedness as appropriate in carrying out this Redevelopment Plan.

1.8.3 Agency Bonds

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

For the Project Area, the amount of bonded indebtedness of the Agency to be repaid from the allocation of taxes to the Agency pursuant to CRL Section 33670, which can be outstanding at one time, may not exceed $1.22 billion except by amendment of this Redevelopment Plan. Notwithstanding the foregoing, the principal amount of indebtedness of the Agency to be repaid from such allocation of taxes to the Agency, which can be outstanding at one time and which can be used for the purpose of providing available tax increment to the implementation of those sections of this Redevelopment Plan for Zone 1 may not exceed a total of $820,000,000, determined in a manner prescribed in a tax allocation agreement between the Agency and the City. Further, notwithstanding the foregoing, available tax increment that may be paid, pursuant to a tax allocation agreement or other agreement, for the implementation of those sections of this Redevelopment Plan for Zone 1 from the allocation of increment to the Agency under section 1.8.2 above shall be limited to available increment levied against property within and collected from Zone 1 of the Project Area and shall exclude all of the following: the amount specified in section 1.8.2 and annual fees to the Agency for the purpose of administering the implementation of those sections of this Redevelopment Plan and related documents for Zone 1 in the amount in accordance with an agreement between the Agency, master developer of Zone 1, and/or the City and pursuant to state law.

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

1.8.4 Time Limit on Establishment of Indebtedness

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

time limit if the indebtedness is not increased and the time during which the indebtedness is to be repaid is not extended beyond the time limit to repay indebtedness required by CRL Section 33333.2.

1.8.5 Time Limit for Receipt of Tax Increment Funds

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

1.8.6 Other Loans, Grants and Miscellaneous Financing Sources

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

2.0 GENERAL POLICIES APPLICABLE TO THE PROJECT AREA

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

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

2.1.1 Assistance in Finding other Locations

The Relocation Plan of the Agency for the relocation of families or single persons to be displaced by a project shall provide that no persons or families of low- or moderate-income may be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement. Such housing units shall be a standard dwelling that is suitable to the needs of such displaced persons or families and must be decent, safe, sanitary, and contains at least the same number of bedrooms and other living areas as the dwelling unit destroyed or removed by the Agency. The Agency may not displace such person or family until such housing units are available and ready for occupancy.

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

Redevelopment Plan, the Agency shall assist such persons, business concerns and others in finding new locations in accordance with Community Redevelopment Law, California Relocation Assistance Law and other applicable State and Federal law.

2.1.2 Relocation Payments

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

2.1.3 Business Tenant Preference

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

2.2 Nondiscrimination and Equal Opportunity

2.2.1 Nondiscrimination in Implementation

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

2.2.2 Employment and Contracting Opportunities in Implementation

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

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

2.3 Owner Participation Agreements

2.3.1 Participation by Property Owners

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

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

Owner participation necessarily will be subject to and limited by such factors as the nature, condition, and use of existing improvements; the reduction of the total number of individual parcels in the Project Area; the elimination of certain land uses; the realignment of streets; the construction of new public facilities and improvements; and the ability of owners to finance acquisition, rehabilitation, and/or redevelopment in accordance with this Redevelopment Plan, the Declaration of Restrictions and in accordance with such controls as necessary to ensure that redevelopment is carried out pursuant to the Standards for Development.]

2.3.2 OPA Rules

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

and govern the participation by property owners within the boundaries of the Project Area to the maximum extent consistent with the objectives of this Redevelopment Plan.

The Agency may require, as a condition to participation in redevelopment in the Project Area, that each participant may enter into a binding written Owner Participation Agreement ("**OPA**") with the Agency by which the property will be developed, maintained or rehabilitated for use in conformity with this Redevelopment Plan, the Planning Code, the Owner Participation Rules, declaration of restrictions, if any, and applicable design guidelines promulgated by the Agency.

Owner participation necessarily will be subject to and limited by such factors as the nature, condition, and use of existing improvements; the reduction of the total number of individual parcels in the Project Area; the elimination of certain land uses; the realignment of streets; the construction of new public facilities and improvements; and the ability of owners to finance acquisition, rehabilitation, and/or redevelopment in accordance with this Redevelopment Plan, the Declaration of Restrictions and in accordance with such controls as necessary to ensure that redevelopment is carried out pursuant to the Standards for Development.]

2.4 Enforcement, Amendments and Severability of Redevelopment Plan

2.4.1 Actions by the City

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

2.4.2 Administration and Enforcement

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

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

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

2.4.3 Procedures for Plan Amendment

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

2.4.4 Severability

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

3.0 EXPIRED REDEVELOPMENT PLAN FOR PROJECT AREA A

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

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

3.1.1 General Description of Proposed Financing Method

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

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

been authorized to obtain advances, borrow funds and create indebtedness in carrying out redevelopment activities and to pay the principal and interest on such indebtedness from tax increment funds.

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

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

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

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

Prior to 2005, the amount of Project Area A taxes allocated to the Agency pursuant to Section 33670 of the CRL was limited to $15.1 million. This tax increment financing cap has been reached. In addition, the deadline for incurring debt for non-housing redevelopment

activities was January 1, 2004. However, by virtue of Section 33333.7 of the CRL and Board of Supervisors' Ordinance No. 15-05, the Agency has the ability to incur indebtedness exclusively for the purpose of building affordable housing until the earlier of January 1, 2014 or until the Agency's replacement housing obligation, as defined in Section 33333.7 (SB 2113), is met.

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

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

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

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

4.0 REDEVELOPMENT PLAN FOR ZONE 1 OF THE PROJECT AREA

This Redevelopment Plan amendment designates Zones 1 and 2 of the Project Area as shown on the Area B Boundary Map (Map XX), within the Bayview Hunters Point Redevelopment Plan Area. The Agency's Redevelopment Plan for the elimination of blight, increased affordable housing and economic development in Zone 1 of the Project Area are set forth below. The Agency retains land use authority within Zone 1 of the Project Area.

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

4.1 Existing Conditions in Zone 1 of the Project Area

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

4.2 Generalized Neighborhood Land Uses

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

4.2.1 Alice Griffith Neighborhood

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

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

4.2.2 Candlestick North Neighborhood

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

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

4.2.3 Candlestick Point Center Neighborhood

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

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

4.2.4 Candlestick Point South Neighborhood

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

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

4.2.5 Jamestown Neighborhood

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

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

4.2.6 Land Use Districts

Zone 1 of the Project Area consists of three land use districts ("Districts" or "Land Use Districts") as shown on Map XX. The map shows the general boundaries of the Districts; precise boundaries of the Districts will be interpreted in light of the objectives set forth in this Redevelopment Plan at the time specific parcels are subdivided in accordance with City and State subdivision laws.

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

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

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

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

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

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

Provisions Applicable Generally.

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

In all cases below, the height, bulk, setback, parking and open space requirements will be established in the Candlestick Point Design for Development, as they may be amended from time to time in accordance with their provisions.

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

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

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

4.2.7 Candlestick Mixed-Use Residential District

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

The following Principal land uses are permitted in the Candlestick Mixed Use Residential District:

Residential:

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

Retail Businesses, Offices and Personal Services:

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

Civic and Institutional Uses:

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

Parks and Recreation

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

The following Secondary Uses will be permitted in the Candlestick Mixed Use Residential District upon the conditions set forth above.

Retail Businesses, Offices and Personal Services:

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

Civic and Institutional Uses

- Secondary School

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

The following Prohibited Uses will be excluded from the Candlestick Mixed Use Residential District

Prohibited Uses

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

4.2.8 Candlestick Center Mixed Use Commercial District

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

The following Principal Uses are permitted in the Candlestick Center Mixed Use Commercial District:

Residential:

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

Retail Businesses, Offices and Personal Services:

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

Commercial, Entertainment and Visitor Serving:

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

Education, Arts and Community Activities:

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

Parks and Recreation:

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

The following Secondary Uses will be permitted in the Candlestick Center Mixed Use Commercial District upon the conditions set forth above.

Retail Businesses, Offices and Personal Services:

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

Education, Arts and Community Activities:

- Secondary School

The following Prohibited Uses will be excluded from the Candlestick Center Mixed Use Commercial District:

Prohibited Uses

- Commercial Storage

- Automotive Sale
- Automotive Service Station
- Automotive Repair
- Automotive Gas Station
- Motor Vehicle Tow Service
- Drive-through facilities
- Industrial Activities
- Warehousing

4.2.9 Open Space

The open space areas consist of land owned by the Agency, City or the State to be developed into regional and local-serving public parks including appropriate recreational facilities and equipment and park maintenance areas. Park lands that are subject to the public trust will be managed as state or regional parks consistent with the trust. No other uses beyond those described below are permitted in open space areas.

The following Principal Uses are permitted in the Open Space District:

Parks and Recreation

- Active Recreation Facilities
- Public Art
- Open Space
- Bicycle Storage
- Public Restrooms
- Maintenance Facilities
- Recreational Equipment Rental

Civic, Arts & Entertainment Uses

- Recreational Facility
- Transit Shelters

The following Secondary Uses are permitted in the Open Space District:

- Performance Arts
- Restaurants

4.2.10 Interim Uses

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

- Rental or sales office incidental to a new development, provided that it is located in the development or a temporary structure
- Structures and uses incidental to environmental cleanup and staging
- Temporary structures and uses incidental to the demolition or construction of a structure, building, infrastructure, group of buildings, or open space, including construction staging of materials and equipment
- Commercial Storage
- Parking (either primary or accessory to other uses)
- Truck parking and loading accessory to the uses above

Interim Uses of areas subject to the Public Trust shall be authorized only if the authorized uses are determined to be consistent with, necessary and convenient for, or incidental or ancillary to, the purposes of the Public Trust, or if the following criteria are met:

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

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

4.2.11 Temporary Uses

Temporary Uses are short-term, transitory uses that may be proposed either prior to or following development of land within a Land Use District consistent with this Redevelopment Plan. Prior to commencement of development of land consistent with this Redevelopment Plan, Temporary Uses will be allowed as of right for a period up to ninety (90) days. After commencement of development of land consistent with this Redevelopment Plan, Temporary Uses will be permitted by the Executive Director or his or her designee for such period of time as the Executive Director or his or her designee

determines to be reasonable provided the Executive Director or his or her designee finds that such Temporary Use is consistent with the objectives of the this Redevelopment Plan and the Candlestick Point Design for Development, as appropriate. Permissible Temporary Uses are as follows:

- Booth for charitable, patriotic or welfare purposes
- Exhibition, celebration, festival, circus or neighborhood carnival
- Open air sales of agriculturally-produced seasonal decorations, including Christmas trees and Halloween pumpkins
- Convention staging
- Parking (either primary or accessory to other uses)
- Truck parking and loading accessory to the uses listed above

4.2.12 Public Rights-of-Way

The proposed street layout is illustrated on the Map X. Streets and alleys may be widened, narrowed, altered, realigned, abandoned, depressed or closed as necessary for proper redevelopment of Zone 1 of the Project Area. Additional public streets, alleys, rights-of-way and easements, may be created in Zone 1 of the Project Area as needed for development and circulation.

Certain streets in Zone 1 will be impressed with the Public Trust. These streets will provide key vehicular, bicycle and pedestrian access ways to and along the wedge parks at the center of Candlestick Point, and linking the northern, eastern, and southern waterfronts in the State Park.

4.3 Standards and Procedures for Development in Zone 1

Zone 1 will be redeveloped in accordance with: (i) the text and maps of this Redevelopment Plan; (ii) the standards and guidelines set forth in the Candlestick Point Design for Development, which is consistent with this Redevelopment Plan and which the Agency is hereby authorized to amend and expand from time to time consistent with this Redevelopment Plan, the provisions of the Candlestick Point Design for Development, and any applicable disposition and development agreement or owner participation agreement; (iii) the other Plan Documents; (iv) the Mitigation Measures; (v) any disposition and development agreement or owner participation agreement; and (vi) the applicable City Regulations as set forth in Section 4.3.1 below. This Redevelopment Plan and the other Plan Documents, including the Candlestick Point Design for Development, supersede the San Francisco Planning Code in its entirety, except as otherwise expressly provided herein.

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

(a) *General.* Regardless of any future action by the City or the Agency, whether by ordinance, resolution, initiative or otherwise, the rules, regulations, and official policies

applicable to and governing the overall design, construction, fees, use or other aspect of development of Zone 1 will be (i) this Redevelopment Plan and the other Plan Documents, (ii) to the extent not inconsistent therewith or not superseded by this Redevelopment Plan, the Existing City Regulations, (iii) New City Regulations to the extent permitted under this Redevelopment Plan and (iv) new or changed Development Fees or Exactions to the extent permitted under Section 4.3.15 of this Plan; and (v) any disposition and development agreement or owner participation agreement.

(b) *Protection of Public Health and Safety.* Notwithstanding any provision of this Plan to the contrary, the Agency and any City Agency having jurisdiction, shall exercise its sole discretion under this Plan and the other applicable Plan Documents in a manner that is consistent with the public health, safety and welfare and will retain, at all times, its and their respective authority to take any action that is necessary to protect the physical health and safety of the public including authority to condition or deny a permit, approval, agreement or other entitlement or to adopt a New City Regulation, including changes to the Building Code and construction requirements for Infrastructure and other Improvements ("New Construction Requirements") if required: (a) to protect the physical health or safety of the residents in the Project Area, the adjacent community or the public, or (b) to comply with changes in Federal or State law, including relating to water quality, air quality, hazardous materials or the physical environment, but subject, in all events, to any rights to terminate between an owner or developer and the Agency as set forth in either the Plan Documents or any disposition and development agreement or owner participation agreement. Except for emergency measures, any City Agency or the Agency, as the case may be, will meet and confer with the owner in advance of the adoption of such measures to the extent feasible, provided, however, that the City Agency and the Agency will each retain the sole and final discretion with regard to the adoption of any New City Regulation in furtherance of the protection of the physical health and safety of the public.

(c) *Permitted New City Regulations.* The City Agencies and the Agency reserve the right to impose any New City Regulations (except for the Planning Code sections superseded by this Plan) provided they do not conflict with the development contemplated by this Redevelopment Plan and the other Plan Documents (unless such conflict is waived by the owners and developers of all affected property). As used in this paragraph, a New City Regulation "conflicts with the development contemplated by this Redevelopment Plan and the other Plan Documents" if it would:

(1) limit or reduce the density or intensity of development allowed in Zone 1, or any part thereof, or otherwise require any reduction in the square footage or number of proposed buildings (including number of residential dwelling units) or other improvements from that permitted under this Redevelopment Plan and the Plan Documents;

(2) limit or reduce the height or bulk of development within Zone 1, or any part thereof, or otherwise require any reduction in the height or bulk of individual proposed buildings or other improvements from that permitted under this Redevelopment Plan, the Plan Documents;

(3) change any land uses, including permitted or conditional uses, of development within Zone 1 from that permitted under this Redevelopment Plan, the Plan

Documents;

(4) limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the development contemplated in Zone 1 in any manner, including the demolition of existing buildings in Zone 1;

(5) require the issuance of permits or approvals by the City or the Agency other than those required under the Redevelopment Plan, the Plan Documents, and the Existing City Regulations;

(6) limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities for Zone 1, including but not limited to water rights, water connections, sewage capacity rights, and sewer connections;

(7) impose any ordinance or regulation which controls commercial or residential rents or purchase prices charged within the Project Area except as provided in the Redevelopment Plan, the Plan Documents;

(8) materially limit the processing or procuring of applications and approvals for any subsequent City or Agency approvals that are consistent with the Redevelopment Plan and the Plan Documents;

(9) impose upon Zone 1 any new or increased Development Fees and Exactions except as expressly provided in Section 4.3.15 below;

(10) increase more than negligibly the cost of construction or maintenance of development within Zone 1 or of compliance with any provision of this Redevelopment Plan, the Plan Documents, or Existing City Regulations applicable to Zone 1.

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

Nothing in this section shall limit the Agency or City Agency’s having jurisdiction’s ability to exercise their respective discretion as described above in section 4.3.1(b) (Protection of Public Health and Safety).

(d) *New Construction Requirements to Protect Public.* The City may change construction requirements for Infrastructure and other Improvements ("New Construction Requirements") if: (i) the changes are necessary to protect the physical health and safety of the public; (i) the changes would impose only negligible additional cost and would not materially adversely affect Net Available Increment or delay development , limit or restrict the availability of Infrastructure, or impose limits or controls on the timing, phasing, or sequencing of development; or (iii) technological advances affect elements of the Plan in the ten or more years after the Board approves them and all of the following conditions are met: (1) the changes would materially decrease the City's operation and maintenance costs and would not interfere materially with the uses, heights, density, and intensity of development described in the Plan Documents; (2) the

Board adopts an ordinance making the changes on a Citywide Basis for similar land uses; and (3) the changes would not conflict with the Mitigation Measures.

4.3.2 Cooperation Agreement

The Agency will enter into an Cooperation Agreement with the Planning Department defining the roles and responsibilities for the provision of project entitlements and the administration of, development controls, and implementation of mitigation measures within Zone 1 of the Project Area. The Cooperation Agreement will specify the respective roles of the Agency and the Planning Department in reviewing development proposals and otherwise administering the development controls, with the objective of facilitating the development process and furthering the goals of this Redevelopment Plan and the Candlestick Point Design for Development. Amendments to the Candlestick Point Design for Development will be approved by the Planning Commission.

4.3.3 Interagency Cooperation Agreement

The Agency and the City are entering into an Interagency Cooperation Agreement defining the roles and responsibilities for the design and installation of infrastructure, and implementation of mitigation measures within Zone 1 of the Project Area. The Interagency Cooperation Agreement will outline the responsibilities of city departments and agencies regarding the design, approval, installation and maintenance of public infrastructure in Zone 1.

4.3.4 Type, Size, Height and Use of Buildings in Zone 1.

The Redevelopment Plan, the General Plan, and the Design for Development establish the development controls authorized for Zone 1 of the Project Area. The Design for Development provides specific limitations to the height and other dimensions of new buildings, standards for development of new buildings, as well as design guidelines directing the architectural character of future development.

The Planning Commission and the Redevelopment Commission may adopt amendments to the Design for Development to better achieve the goals and objectives of the Redevelopment Plan, subject to Section 4.3.1 above.

4.3.5 Limitation on the Number of Buildings

The number of buildings within the Zone 1 of the Project Area may not exceed approximately 300 buildings.

4.3.6 Limitation on the Number of Dwelling Units

The current number of Dwelling Units in Zone 1 is 237. The maximum number of Dwelling Units in Zone 1 of the Project Area is approximately 7,850 units. In the event the 49ers elect to relocate somewhere other than the Hunters Point Shipyard, up to 1,625 of these Dwelling Units planned for Zone 1 may be transferred to Hunters Point Shipyard. The total combined number of Dwelling Units in Zone 1 and the Hunters Point Shipyard Redevelopment

Plan Area may not exceed 12,100, which includes a maximum of 10,500 units in Zone 1 and Hunters Point Shipyard Phase 2 and a previously approved 1,600 units in Hunters Point Shipyard Phase I.

4.3.7 Limitation on Type, Size and Height of Buildings

The type of Buildings may be as permitted in the Building Code as in effect from time to time. Approximately 760,000 square feet of retail and entertainment space, 50,000 square feet of community services space, 150,000 square feet of office space, 150,000 square feet of hotel and hotel related uses, and 75,000 square feet of arena/performance/event space will be allowed in Zone 1. Accessory parking facilities for these uses are not included as part of these limitations.

The maximum building heights within Zone 1 is 420 feet. The Agency may impose additional height limits, building size and location restrictions, and other development controls within the Candlestick Point Design for Development, subject to Section 4.3.1 above.

4.3.8 Parking

Parking will be permitted and required as described in the permitted land use section and as further regulated in the Candlestick Point Design for Development. On Candlestick Point, parking is generally required to be in an enclosed garage, not visible from the street or right-of-way, and accessory to an established residential or commercial use. Stand-alone parking use is not permitted at full build-out. However, it is understood that through phasing of the project, parking may be available before the completion of the use to which it is accessory, and may be on temporary outdoor lots.

4.3.9 Land Coverage

Land coverage will be determined by the application of the Candlestick Point Design for Development for density, parking, and open space.

4.3.10 Signs

In Zone 1, with the exception of temporary marketing and sales signs pertaining to developments within Zone 1 (which will be permitted), permanent or temporary billboards (excluding kiosks, streetscape commercial signage, and street furniture-related commercial signage), are prohibited within all Land Use Districts and are prohibited in any park or street area. Permanent signage for residential, commercial and open space development is subject to the development controls and guidelines of the Candlestick Point Design for Development. The Agency Commission shall review for consistency with the objectives of this Redevelopment Plan any proposed signage not permitted by the Candlestick Point Design for Development and any signage master plan.

4.3.11 Review of Planning Applications, Architectural and Landscape Plans

In evaluating the plans, the Agency will use the standards set forth in the Candlestick Point Design for Development, which establishes design criteria for specific parcels to ensure an

attractive and harmonious urban design. Development proposals will be evaluated pursuant to the Design Review and Document Approval Procedure (DRDAP) to ensure they achieve the objectives of this Candlestick Point Design for Development.

4.3.12 Off-Site Improvements

The Agency may require a landowner or development project sponsor to install infrastructure, roadways, street trees, parks and other landscaping, or other improvements on property other than the site that is the subject of the sale, disposal, lease, or owner participation agreement. Such improvements shall be designed in conformity with approved open space, streetscape, or infrastructure plans and other applicable design guidelines.

4.3.13 Variance by Agency

The owner or developer of any property in Zone 1 may make a written request for a variance that states fully the grounds of the application and the facts pertaining thereto. Upon receipt of a complete application, the Agency may conduct its own further investigation and, after consultation with the PAC and the Planning Department, the Agency Commission may, at a duly noticed public hearing, grant a variance from this Redevelopment Plan or the Candlestick Point Design for Development under the following circumstances:

- Due to unique physical constraints or other extraordinary circumstances applicable to the property, the enforcement of development regulations without a variance would otherwise result in practical difficulties for development and create undue hardship for the property owner or developer or constitute an unreasonable limitation beyond the intent of this Redevelopment Plan; and

- The granting of a variance would be in harmony with the goals of the Redevelopment Plan and the Candlestick Point Design for Development, and will not be materially detrimental to the public welfare or materially injurious to neighboring property or improvements in the vicinity.

In granting a variance, the Agency will specify the character and extent thereof, and also prescribe conditions necessary to secure the goals of this Redevelopment Plan and the Candlestick Point Design for Development. The Agency's determination to grant or deny a variance will be final and will not be appealable to the Planning Department.

4.3.14 Nonconforming Uses

The Agency will provide for the reasonable continuance, modifications, and/or termination of non-conforming uses and non-complying structures whose use or structure does not comply with this Plan or the Candlestick Point Design for Development, provided that such use is generally compatible with the development and uses authorized by this Plan and the Candlestick Point Design for Development. The Agency may authorize additions, alterations, reconstruction, rehabilitation, or changes in use through uses or structures that do not conform to the provisions of this Plan, subject to the Agency's determination that the additions, alterations,

reconstruction, rehabilitation, or changes in use will not impede the orderly development of Zone 1 of the Redevelopment Plan and promote compatibility of uses, eliminate blighting conditions and effectuate the purposes, goals, and objectives of this Plan.

4.3.15 Development Fees and Exactions

The following provisions will apply to all property in Zone 1 excepting parcels utilized for affordable housing development by Agency-sponsored entities. Development Fees and Exactions shall be applied to the Project in the manner described below. Except as provided in this section and except as required by the Mitigation Measures, the School Facilities Impact Fee, the Childcare Requirements, and the Art Requirement shall be the only Development Fees and Exactions that shall apply to the Zone 1 for the duration of this Redevelopment Plan.

The School Facilities Impact Fee will apply for the duration of this Redevelopment Plan, shall be administered as required by State Law, and shall be increased for the duration of this Plan only to the extent permitted by State Law.

The Art Requirement will apply for the duration of this Redevelopment Plan and requires that, for any new retail or office building in excess of 25,000 square feet constructed within the Project Area that receive an allocation under Planning Code Section 220-225 described in section 4.3.16, one-half of one percent (0.5%) of the hard costs of initial construction (excluding costs of infrastructure and tenant improvements) shall be used for the installation and maintenance of works of art in the public realm within Zone 1. In the event that public spaces are not available at the time the fee contemplated by the Art Requirement is due, then it would be paid to a fund administered by the Agency to be used within the Zone 1. The public realm within which art may be installed so as to comply with this requirement includes: any areas on the site of the building and clearly visible from the public sidewalk or open space feature, on the site of any open space feature, on in any adjacent public property. The type and location of artwork proposed shall be reviewed by the Executive Director for consistency with the Candlestick Point Design for Development and other Plan Documents.

The Child Care Requirements will apply for the duration of this Redevelopment Plan only to all commercial development over 50,000 square feet per Planning Code Section 314, as it existed on the date of amendment of this Redevelopment Plan by Ordinance No. ____ (in the form attached and incorporated hereto as Appendix __). The Child Care Requirements will be administered by the Agency to provide for these public benefits within Zone 1.

The Childcare Requirements provide for compliance either by constructing childcare facilities or, alternatively, payment of an in-lieu fee. Development within the Zone 1 shall not be subject for the duration of this Redevelopment Plan to any changes to the provisions of the Childcare Requirements allowing compliance through construction of childcare facilities. In addition, no new in lieu fee or increase in the existing in lieu fee related to the Childcare Requirement shall apply to the Project Area for twelve (12) years following the date the first Building Permit is issued for a project in Zone 1 and, thereafter, will only be applicable if the new or increased in lieu fee relating to Childcare Requirements is: i) not increased at a rate greater than the annual increase in the San Francisco Consumer Price Index commencing at the end of the 12-year period during which the fee has been frozen as described above; ii) generally

applicable on a Citywide Basis to similar land uses; and iii) not redundant of a fee, dedication, program, requirement, or facility described in the Plan Documents or in any applicable disposition and development agreement related to affordable housing or open space.

Notwithstanding the foregoing, new or increased Development Fees or Exactions may be imposed in order to comply with changes in applicable Federal or State law, however, to the extent permitted by such Federal or State law, any such new or increased Development Fee or Exaction shall only be applied to Zone 1 in a manner that is proportional to the impacts caused by the development in the Project Area relative to impacts caused by existing and proposed development outside Zone 1; that is, any such Development Fee or Exaction will be no more than the equitable share of the cost of funding reasonable compliance with Federal or State law taking into account the equitable amount allocable to the impacts caused by previous or existing development within the City. Furthermore, to the extent permitted by such Federal or State law, any project sponsor within Zone 1 will only be required to pay a new or increased Development Fee or Exaction that is: i) not applied on a Citywide Basis to similar land uses; or ii) redundant of a fee, dedication, program, requirement, or facility described in the Plan Documents or in any applicable disposition and development agreement related to development within the Zone 1

The parcels on Assessor Blocks 4917, 4918, 4934, and 4935 (as highlighted on Map xx) shall be subject to all fees and exactions under the City Planning Code in effect from time to time, except as otherwise provided pursuant to an Owner Participation Agreement or Development Disposition Agreement, if the Agency determines that the public benefits under an Owner Participation Agreement exceed those that would otherwise be obtained through imposition of the City Planning Code fees and exactions.

4.3.16 Office Development Limitations

Planning Code Sections 320 – 325 (Proposition M) shall apply to office development in the Project Area. Sections 320-325 place a cap on the annual amount of office development permitted in the City. The Planning Commission has determined that development of research and development and office uses pursuant to this Redevelopment Plan is consistent with Proposition M and shall be facilitated.

By Resolution No. ____, the Planning Commission adopted findings pursuant to Planning Code Section 321(b)(1) that the 150,000 square feet of research & development and office development contemplated in Zone 1 of this Redevelopment Plan in particular promotes the public welfare, convenience and necessity, and in so doing considered the criteria of Planning Code Section 321(b)(3)(A)-(G). The findings contained in Resolution No. _____ are incorporated herein by reference. Because the office uses necessary for the fostering of a Research and Development District contemplated by this Plan has been found to promote the public welfare, convenience and necessity, the determination required under Section 321(b), where applicable, will be deemed to have been made for up to 150,000 square feet of commercial development projects in Zone 1undertaken pursuant to this Plan.

4.3.17 Shadow on Recreation and Park Property.

Section 295 of the Planning Code (Proposition K) shall apply to development in the Project Area in the form in which Section 295 was in effect as of the date of amendment of this Redevelopment Plan pursuant to Ordinance No. ____ (and as attached hereto as Appendix __)

5.0 REDEVELOPMENT PLAN FOR ZONE 2 OF THE PROJECT AREA

This Redevelopment Plan amendment designates Zones 1 and 2 of the Project Area as shown on Boundary Map Area B (Map 2), within the Bayview Hunters Point Redevelopment Project Area. The Agency's Redevelopment Plan for the elimination of blight, increased affordable housing and economic development in Zone 2 are set forth below. To the extent that the Agency has delegated land use authority in Zone 2 to the Planning Department by a Delegation Agreement then in effect, references below to actions or determinations by the Agency may be undertaken by the Planning Department or Planning Commission. The Agency's Redevelopment Plan for the elimination of blight, increased affordable housing and economic development in Zone 1 is described in Section 4.

5.1 Existing Conditions in Zone 2 of the Project Area

Zone 2 of the Project Area is a mixed residential, industrial and commercial area that has suffered from severe economic decline for many years with the closure of the Hunters Point Naval Shipyard, the shrinking of heavy and light industrial bases, and the lingering effects of long-term environmental pollution. The resulting difficulty of rehabilitating residential and commercial areas have resulted in the prolonged use of obsolete and inadequate structures; nearly vacant and abandoned commercial and industrial buildings; obsolete and inadequate public facilities; and some privately-owned, deteriorating dwellings. Zone 2 of the Project Area is characterized by dilapidated buildings of inadequate construction, unfit and unsafe for occupancy; deteriorating streets and public utilities of inadequate construction; a general absence of usable open and recreation space; conflicts between industrial and residential land uses and deficient public facilities. These conditions constitute a substandard living environment and have a detrimental effect on the neighborhoods within and surrounding Zone 2 of the Project Area.

5.2 Land Uses Permitted in Zone 2 of the Project Area

5.2.1 Permitted Land Uses in Zone 2

All real property in Zone 2 of the Project Area is hereby made subject to the controls and requirements of this Redevelopment Plan, which incorporates the Planning Code and Zoning Maps as its land use controls. No real property or real property interest may be developed,

rehabilitated, or otherwise changed after the date of the adoption of this Redevelopment Plan, except in conformance with the provisions of this Redevelopment Plan, as amended from time to time, and the Planning Code and Zoning Maps, as amended from time to time, to the extent not contrary to this Redevelopment Plan.

The land uses for Zone 2 of the Project Area shown on the Zone 2 Land Use Map, Map 5 are generally illustrative and based on the Generalized Land Use Plan in the Bayview Hunters Point Area Plan of the General Plan. The descriptions below generally illustrate the land uses of Zone 2 of the Project Area, but property owners and others should refer directly to the Planning Code and its Zoning Maps for applicable standards.

5.2.2 Residential

The generalized residential areas consist of residential uses and some compatible local-serving retail and services. The primary land use is residential units ranging from single family homes to multi-family developments of a moderate scale. Related uses also include local-serving businesses, family child-care facilities, small professional offices, home occupations, and recreation facilities.

5.2.3 Mixed Use – Neighborhood Commercial

The generalized mixed use area consists of small and moderate scale retail and commercial operations on the ground floor along the major commercial streets of the area with residential units or office uses on the upper floors. The mixed use area allows on the ground floor local-serving businesses, restaurants, financial institutions, small offices, catering establishments, household or business repair, interior decorating shops, graphics reproduction, child care , religious institutions, ATMs, and parking. On the upper floors, land uses may include small scale offices, second floor retail operations, and residential units.

5.2.4 Light Industrial

The generalized light industrial areas consist of businesses and facilities requiring some separation from residential areas due to their generation of truck traffic, noise, and odors. The land uses taking place in these areas are primarily industrial in nature and include manufacturing, repair shops, automotive services, warehouses, wholesale showrooms, industrial research laboratories, open storage, transportation and distribution facilities, food production and distribution, graphic design and reproduction, arts facilities, entertainment venues, vocational job training and related commercial operations. Office and retail uses are permitted but primarily as accessory uses to the industrial operations.

5.2.5 Buffer Zones

The generalized buffer zone areas are intended to provide a transition from industrial uses to residential neighborhoods. The land uses in the buffer zone are small scale light industrial activities that create limited external impacts (such as noise, traffic, or odor), commercial operations, arts facilities, vocational training and, where appropriate, limited accessory residential units.

5.2.6 Public Facility

The generalized public facility areas consist of land other than housing sites or open space, owned by a government agency or other public or semi-public entity and in some form of public or semi-public use. The principal uses in this area include fire station, police stations, public schools, community college facilities, water treatment facilities, sports stadiums, cultural facilities and public transportation facilities.

5.2.7 Public Rights-of-Way

The existing street layout is illustrated on the Zone 2 Boundary Map, Map __. Streets and alleys may be widened, narrowed, altered, realigned, abandoned, depressed or closed as necessary for proper redevelopment of Zone 2 of the Project Area. Additional public streets, alleys, rights-of-way and easements, including above and below-ground railroad easements and rights of way, may be created in Zone 2 of the Project Area as needed for development and circulation. Any modifications must conform to the General Plan and the Planning Code, as amended from time to time in the future, unless amendments to the General Plan or the Planning Code are contrary to the provisions of this Redevelopment Plan.

5.3 Standards for Development in Zone 2 of the Project Area

To achieve the objectives of this Redevelopment Plan in Zone 2 of the Project Area, the use and development of land shall be in accordance with the Planning Code and the General Plan. References in this Section to the Planning Code and the General Plan mean the Planning Code and the General Plan, as amended from time to time, to the extent that the amendments are not contrary to the provisions of this Redevelopment Plan.

5.3.1 Delegation Agreement

The Agency and Planning Department have entered into a Delegation Agreement delegating to the Planning Department the administration of development controls within Zone 2 of the Project Area. The Delegation Agreement specifies the respective roles of the Agency and the Planning Department in reviewing development proposals and otherwise administering the development controls, with the objective of facilitating the development process and furthering the goals of this Redevelopment Plan. For projects requiring Agency Action wherein the Agency does not delegate its land use jurisdiction, appeals of permits, variances, and final action on environmental review under the California Environmental Quality Act will be to the Board of Supervisors or to the Board of Appeals; these appeals shall be consistent with the procedures of the City's Charter and Ordinances pertaining to appeals from decisions of the Planning Commission and Planning Department. The Agency and City will provide for the cost of implementing the Delegation Agreement in the Agency's or Planning Department's annual budget.

5.3.2 Type, Size, Height and Use of Buildings in Zone 2

The General Plan and the Planning Code identify the land uses and other development controls authorized in Zone 2 of the Project Area. The Planning Commission and the Board of Supervisors may adopt amendments to the General Plan and the Planning Code to better achieve the goals and objectives of this Redevelopment Plan. In the event the General Plan, Planning Code or any other applicable ordinance is amended or supplemented with regard to any land use or development control in Zone 2 of the Project Area, the land use provisions and development controls of this Redevelopment Plan will be automatically modified accordingly without the need for any formal plan amendment process unless those amendments or supplements are contrary to the provisions of this Redevelopment Plan. Prospective property developers should refer directly to the Planning Code for applicable standards, as well as to the remainder of this Redevelopment Plan and Related Plan Documents; provided however that to the extent that the inclusionary housing requirements in Section 315 of the Planning Code are inconsistent with this Redevelopment Plan, this Redevelopment Plan amends and takes precedence over Section 315 of the Planning Code. Thus, developers in Project Area B are required to comply with the inclusionary housing standards in this Redevelopment Plan.

5.3.3 Limitation on the Number of Buildings

The number of buildings within the Zone 2 of the Project Area may not exceed approximately 4,000.

5.3.4 Number of Dwelling Units

The number of dwelling units presently within Zone 2 of the Project Area is currently approximately 5,510 and will be approximately 9,300 under this Redevelopment Plan.

5.3.5 Parking

Parking spaces may be provided as permitted in the Planning Code. The Agency will encourage joint use of parking spaces as may be permitted under the Planning Code to the extent that such joint use will adequately serve the needs of each user.

5.3.6 Land Coverage

Land coverage shall be determined by the application of the Planning Code for density, parking, and open space.

5.3.7 Signs

Signs in Zone 2 of the Project Area shall be designed and constructed in conformance with the Planning Code. In addition, signs shall be complementary to elements in the total environment.

5.3.8 Review of Planning Applications, Architectural and Landscape Plans

In evaluating the plans, the Agency will use the standards set forth in the Planning Code and any applicable approved City design guidelines. Particular emphasis will be given to the

visual relationship to adjoining development and to the view of the development from public rights-of- way.

In the disposition of land, the Agency may establish design criteria for specific parcels to ensure an attractive and harmonious urban design and may implement these criteria with appropriate provisions in the disposition documents. Development proposals will be evaluated as to the manner in which they achieve the objectives of this Redevelopment Plan.

5.3.9 Off-Site Improvements

The Agency may require a land owner, at his/her own expense, to install street trees, landscaping, paving, or other improvements on property other than the site that is the subject of the sale, lease, or owner participation agreement. Such improvements shall be designed in conformity with approved streetscape plans and/or applicable design guidelines.

5.3.10 Variance by Agency

If a development project in Zone 2 involves Agency Action, then, in its sole discretion, the Agency may grant a variance from this Redevelopment Plan or the Planning Code.

The owner or developer of any property in Zone 2 may make a written request for a variance that states fully the grounds of the application and the facts pertaining thereto. Upon receipt of a complete application, the Agency may conduct its own further investigation and, after consultation with the PAC and the Planning Department, the Agency Commission may, at a duly noticed public hearing, grant a variance from this Redevelopment Plan or the Planning Code under the following circumstances:

- Due to unique physical constraints or other extraordinary circumstances applicable to the property, the enforcement of development regulations without a variance would otherwise result in practical difficulties for development and create undue hardship for the property owner or developer or constitute an unreasonable limitation beyond the intent of this Redevelopment Plan; and

- The granting of a variance would be in harmony with the goals of the Redevelopment Plan and the Planning Code, and would not be materially detrimental to the public welfare or materially injurious to neighboring property or improvements in the vicinity.

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

5.3.11 Variance by Planning Department

If a development project is in Zone 2 of the Project Area and does not involve Agency Action, then any request for a variance will be reviewed by the Planning Department, in its sole discretion, using the guidelines and procedures established by the Planning Department. The

Planning Department's determination to grant or deny a variance is not appealable to the Agency.

5.4 Economic Development Program for Zone 2 of the Project Area

5.4.1 Proposed Economic Development Programs

The Agency may develop the following economic programs within each of the Economic Development Activity Nodes in conjunction with and with the assistance of the PAC:

- Façade improvement program;
- Brownfield cleaning assistance;
- Assistance with the development of key catalyst commercial sites;
- Provision of small business improvement assistance;
- Assistance with marketing and promotional activities for local business groups;
- Creating local business retention programs;
- Development of cultural facilities;
- Rehabilitation of historic structures;
- Planning for innovative parking strategies in the Third Street corridor;
- Providing support for job training programs; and
- Enforcing the Agency's and/or City's local hiring and equal opportunity programs, where appropriate.

5.4.2 Economic Development Activity Nodes

The Agency shall encourage the promotion of policies and land use decisions that provide job-training, employment and business opportunities to local residents with a focus on economic development efforts within the seven Activity Nodes of Project Area B described in Section 1.4.7. The Agency may implement Activity Node development programs for all or part of each Activity Node. The Agency may also pursue economic development efforts outside of Zone 2 of the Project Area where these efforts are determined to be necessary to effect the elimination of blighting conditions within Zone 2 of the Project Area; and where they comply with the CRL, including, Section 33445.1. The design of each Economic Development Activity Node will facilitate and support the Agency's efforts under its Affordable Housing Program.

6.0 DEFINITIONS

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

all words in the singular number include the plural number, unless the natural construction of the wording indicates otherwise. The word “shall” is mandatory and not directory; and the term "may not" is prohibitory and not permissive. The words "including," "such as," or words of similar import when following any general term may not be construed to limit the general term to the specific terms that follow, whether or not language of non-limitation is used; rather, these terms will be deemed to refer to all other terms that could reasonably fall within the broadest possible scope of the term.

Accessory Use means uses that are related to and subservient to another use, and serve that use only.

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

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

Affordable Housing Program includes the Agency’s activities to construct, rehabilitate, and preserve housing that is permanently affordable to low- and moderate-income households. The basis for the Affordable Housing Program can be found in the Framework Housing Program adopted by the PAC on September 20, 2004 and the Below Market Housing Program formulated in 2010 for Zone 1 of the Project Area, as amended from time to time.

Agency means the Redevelopment Agency of the City and County of San Francisco, California.

Agency Action is defined as the Agency’s funding, acquisition, disposition, or development of property through a Disposition and Development Agreement (DDA), Owner Participation Agreement (OPA), loan agreement, grant agreement, or other transactional or funding documents between a property owner or developer and the Agency.

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

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

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

Area Median Income or "**AMI**" means area median income as determined by the United States Department of Housing and Urban Development for the San Francisco area, adjusted for actual household size, but not adjusted for high income area. If data from HUD specific to the Metro Fair Market Rent Area that includes San Francisco are unavailable, AMI may be calculated by the Mayor's Office of Housing using other publicly available and credible data , adjusted for Household Size.

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

Art Production means commercial arts and art-related business service uses including recording and editing services, small-scale film and video developing and printing; titling; video and film libraries; special effects production; fashion and photo stylists; production, sale and rental of theatrical wardrobes; and studio property production and rental companies. Arts spaces may include studios, workshops, galleries, museums, archives and small theaters, and other similar spaces customarily used principally for production and post-production of graphic art, painting, drawing, sculpture, small-scale glass works, ceramics, textiles, woodworking, photography, custom-made jewelry or apparel and other visual, performance and sound arts and craft.

Automotive Sale means a retail use that provides vehicle sales whether conducted within a building or on an open lot.

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

Business Occupant Re-Entry Policy means a document approved by the Agency Commission that establishes reasonable preferences to business occupants within the Plan Area. For Zone 2, such document was adopted by Resolution No. 34-2006 dated March 7, 2006. The Agency may elect to rely on this document with respect to Zone 1 or may elect to promulgate a new Business Occupant Reentry Policy specific to Zone 1.

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

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

Bayview Hunters Point Survey Area C means the portion of the original South Bayshore Survey Area designated in 2006 to remain an area for consideration for amendment into Project Area B after an additional community planning process.

Bicycle Storage means includes: (a) Class 1 Bicycle Parking Space(s), which are facilities that protect the entire bicycle, its components and accessories against theft and against inclement weather, including wind-driven rain. Examples of this type of facility include (1) lockers, (2) check-in facilities, (3) monitored parking, (4) restricted access parking, and (5) personal storage; (b) Class 2 Bicycle Parking Space(s), which include bicycle racks that permit the locking of the bicycle frame and at least one wheel to the rack and, that support the bicycle in a stable position without damage to wheels, frame or components.

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

Certificate of Preference Holders means persons who have rights under the Agency's Certificate of Preference Program, as amended by Resolution No. 57-2008 (adopted on June 3, 2008 and effective Oct. 1, 2008) .

Candlestick Point Sub-Area means that portion of the Bayview Area Plan within the San Francisco General Plan that corresponds to Zone 1 of the Project Area, consisting of the within the Candlestick Activity Node and the Alice Griffith Project.

Child-Care Requirements means the requirements set forth in City Planning Code

Section 314 as it exists on the date of amendment to this Plan (and attached hereto as Appendix __).

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

City Agency means, individually or collectively as the context requires, all departments, agencies, boards, commissions and bureaus of the City with subdivision or other permit,

entitlement or approval authority or jurisdiction over any portion of the Project Area, including but not limited to the Port Authority, Department of Public Works, the Public Utilities Commission, the Planning Commission, the Municipal Transportation Agency, the Building Inspection Commission, the Public Health Commission, the Fire Commission and the Police Commission, or any successor public agency designated by or under law.

City Regulation means ordinances, resolutions, initiatives, rules, regulations, and other official City and Agency policies applicable to and governing the overall design, construction, fees, use or other aspects of development within Zone 1. City regulations includes City municipal codes, the General Plan, Building Construction Codes, and all ordinances, rules, regulations, and official policies adopted to implement those City Regulations, except to the extent such regulations are Administrative Fees.

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

Commercial Storage means a commercial use that stores, within an enclosed building, household goods, contractors' equipment, building materials or goods or materials used by other businesses at other locations and which may include self-storage facilities for members of the public. . The prohibition of this use in Zone 1 includes the storage of waste, salvaged materials, automobiles, inflammable or highly combustible materials, and wholesale goods or commodities.

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

Community Garden means land gardened collectively by a group of people.

Community Redevelopment Law or "**CRL**" means the Community Redevelopment Law of the State of California (Health & Safety Code Sections 33000 *et seq.*)

Concept Plan means the Bayview Hunters Point Community Revitalization Concept Plan adopted by the PAC on November 13, 2000, as amended from time to time.

Conceptual Framework Plan means the Conceptual Framework Plan for the Integrated Development of Hunters Point Shipyard Phase 2 and Candlestick Point, endorsed by Board Resolution No. xxx-08.

Candlestick Point Design for Development means the Candlestick Point Design for Development document, which sets development standards and design guidelines for Zone 1 of the Project Area (the Candlestick Point Sub-Area) as shown on Map 2, including the Candlestick Point Activity Node which may be amended from time to time consistent with its provisions.

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

Community Use means a publicly- or privately-owned use that provides public services to the community, whether conducted within a building or on an open lot. This use may include museums, post offices, public libraries, police or fire stations, transit and transportation facilities, utility installations, building-integrated sustainable energy generation facilities, neighborhood-serving community recycling centers, and wireless transmission facilities.

Cooperation Agreement means an agreement between the Agency and the Planning Department that defines how the two agencies will administer the entitlement process in Zone 1 of the Project Area.

Delegation Agreement means an agreement between the Agency and the Planning Department that defines how the two agencies will administer the entitlement process in Zone 2 of the Project Area.

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

District Heating and Cooling Facility means a plant with hot water (or steam) and chilled water distributed from the district plant to individual buildings via a pipe distribution network located under the streets.

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

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

Effective Date means the date the ordinance passed by the Board of Supervisors approving this Redevelopment Plan (Ordinance No. _____) becomes effective.

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

Executive Director means the Executive Director of the Redevelopment Agency of the City and County of San Francisco.

Existing City Regulations means City Regulations as they are in effect on the date of amendment of this Redevelopment Plan pursuant to Ordinance No. _____ (_____, 2010).

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

Granting Act means Chapter 203 of the Statutes of 2009, as may be amended from time to time.

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

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

Historic Survey means a building-by-building survey of properties containing structures over 50 years of age utilizing survey methods outlined by State Office of Historic Preservation.

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

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

Housing Authority means the San Francisco Housing Authority.

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

India Basin Shoreline Area means BVHP Survey Area C.

India Basin Sub-area Plan means a proposed sub-area plan for the Bayview Hunters Point applicable for BVHP Survey Area C.

Interagency Cooperation Agreement means an agreement between the Agency and the City to facilitate the design, approval, operation and maintenance of public infrastructure to be built to serve Zone 1 of the Project Area.

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

Limited Equity Program means the Agency's program for first-time homebuyers, which provides for-sale housing to income-qualified households at an affordable price and maintains initial affordability levels at each resale.

Live-Work Units means a structure or portion of a structure combining a residential living space for a household or group of persons with an integrated work space principally used by one or more of the residents of that unit.

Mayor means the current Mayor for the City and County of San Francisco.

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

Mitigation Measures means those mitigation measures from the Candlestick Point/Hunters Point Shipyard Phase 2 Project EIR imposed as conditions of approval of the amendments to this Redevelopment Plan as set forth in Resolution No. _____.

Motor Vehicle Tow Service means a service use that provides vehicle towing service, including accessory vehicle storage, when all tow trucks used and vehicles towed by the use are parked or stored on the premises.

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

New City Regulations means both City Regulations adopted after the date of amendment of this Redevelopment Plan pursuant to Ordinance No. _____ (_____, 2010) or a change in Existing City Regulations effective after the date of amendment of this Plan pursuant to Ordinance No. _____ (_____, 2010).

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

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

Nonconforming Use means a use that existed lawfully as of the effective date of the amendment of this Redevelopment Plan pursuant to Ordinance No. _____ (_____, 2010) and that fails to conform to one or more of the use limitations in this Redevelopment Plan and/or the Planning Code then applicable for the Project Area in which the property is located.

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

OPA Rules establish the rules for property owner participation in redevelopment activities consistent with the provisions of this Redevelopment Plan within the Project Area, approved by the Agency Commission by Resolution No. 34-2006 dated March 7, 2006, as may be amended from time to time.

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

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

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

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

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

Permanently Affordable means in compliance with the statutorily required minimum affordability periods as set forth in the California Redevelopment Law.

Plan Documents means any Business Occupant Re-Entry Policy, Delegation Agreement(s) (as to Zone 2) Implementation Plan, Design for Development documents, Relocation Plan and OPA Rules.

Planning Code means the Planning Code and Zoning Maps of the City and County of San Francisco.

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

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

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

Principal Use means a use that is allowed as of right.

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

Project Area means Project Area B, consisting of Zone 1 and Zone 2, within the boundaries of the Bayview Hunters Point Redevelopment Project Area.

Project Area A is delineated in Map 1. The legal description is contained in Attachment A hereto.

Project Area B is delineated in Map 2 and includes Area B Parcel One, and Area B Parcel Two. The legal description is contained in Attachment B hereto. Project Area B is further delineated for the purpose of redevelopment implementation into Zone and Zone 2. Zone 1, shown in Map

__, is the Candlestick Point Sub-Area, which includes the Candlestick Point Activity Node and Alice Griffith Project. Zone 2 includes the remainder of Project Area B.

Project Area Committee or "**PAC**" means the elected community body that advises the Agency on the preparation of this Redevelopment Plan and supporting documents.

Public Recreation means privately-owned recreational areas that are open to the general public. This use may include may include hiking trails, playgrounds, public parks, sports fields, community gardens, golf courses, marinas, and tennis courts as well as accessory uses such as maintenance facilities, parking, and concession areas.

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

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

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

Redevelopment Plan means this Redevelopment Plan for the Bayview Hunters Point Project Area, formerly known as the Hunters Point Redevelopment Project Area.

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

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

Relocation Plan means, as appropriate, either: 1) as to Zone 2, a document, approved by the Agency Commission by Resolution No. 34-2006 dated March 7, 2006 that establishes how the Agency and developers will assist persons, business concerns and others displaced from the Project Area by redevelopment activities of or assisted by the Agency in finding new locations in accordance with all applicable relocation statutes and regulations; or 2) as to as to the Alice Griffith Housing portion of Zone 1, a plan approved by the Agency Commission consistent with Section 2.1 of this Redevelopment Plan in connection with a disposition and development agreement for the Alice Griffith Housing site; and 3) as to all other portions of Zone 1 other than Alice Griffith Housing, either a plan adopted by the Agency Commission consistent with the requirements of applicable State or Federal law or, if no such plan is adopted, the document approved by Agency Commission Resolution No. 34-2006 described in subsection 1 above.

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

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

Restaurant means a full service or self service retail facility primarily for eating use that provides ready-to-eat food to customers for consumption on or off the premises, with or without seating, and that may include service of liquor under ABC licenses [those explicitly for any alcoholic service in association with a restaurant]. Food may be cooked or otherwise prepared on the premises.

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

Secondary Uses means land uses permitted, through the determination of the Agency Commission or its designee, provided that such use: (a) generally conforms with the redevelopment objectives, the objectives of the District and the Candlestick Point Design for Development; (b) is compatible with the District's Principal Uses, nearby public facilities, and broader community; and (c) is consistent with the Mitigation Monitoring & Reporting Program (MMRP) ; and (d) does not at the proposed size and location create conflicts with the Principal Uses of the District or impede the planned uses and development of the District or Project Area.

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

Standards for Development means, for Zone 2 of the Project Area, the standards set forth in the Planning Code. For Zone 1 of the Project Area (Candlestick Point Sub-Area), the Standards for Development are set forth in the Candlestick Point Design for Development Document.

State means the State of California.

State Historical Building Code or "**SHBC**" means the State Historical Building Code as set forth in Part 8 of Title 24 (Health & Safety Code §§ 18950 *et seq.*), which applies to all qualified historical buildings or structures, as defined in SHBC Section 18955. It provides building regulations and standards for the rehabilitation, preservation, restoration (including related reconstruction) or relocation of qualified historical buildings.

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

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

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

Vocational/Job Training Facility means a use that provides job training, and may also provide vocational counseling and job referrals. Vocational/Job Training Facilities that are oriented to clerical, administrative, or professional skill development and job placement (Clerical/Administrative) shall be a distinct use from facilities that are oriented to mechanical, light industrial, or trade-related skill development and job placement (Mechanical/Industrial).

Zone 1 means the Candlestick Point Activity Node of the Project Area, defined above, and illustrated in Map 2, subject to the additional entitlement provisions of Section XX of this Plan. Zone 1 is the portion of the Project Area subject to [the Conceptual Framework Plan and] Proposition G. All parcels within Zone 1 are listed in a separate table in Appendix XX. [Prop G supersedes Conceptual Framework.]

Zone 2 is the portion of the Project Area outside of Zone 1, which is not subject to Proposition G.

Attachment A - Legal Description Project Area A.

The Boundaries of Project Area A are indicated on the Boundary Map (Map 1), and are more particularly described as follows:

Beginning at the point of intersection of the northwesterly line of Mendell Street with a line drawn parallel with and perpendicularly distant 100 feet northeasterly from the northeasterly line of Innes Avenue; running thence southeasterly along the parallel line so drawn to the northwesterly line of Lane Street; thence northeasterly along the northwesterly line of Lane Street to its intersection with a line drawn parallel with and perpendicularly distant 100 feet southwesterly from the southwesterly line of Galvez Avenue; thence northwesterly along last said parallel line to the southeasterly line of Mendell Street; thence northeasterly along said southeasterly line of Mendell Street to a line drawn parallel with and perpendicularly distant 100 feet northeasterly from the northeasterly line of Galvez Avenue; thence southeasterly along last said parallel line to the northwesterly line of Keith Street to its intersection with the southwesterly line of Fairfax Avenue; thence southeasterly along the southwesterly line of Fairfax Avenue produced southeasterly to its intersection with the southeasterly line of Keith Street; thence northeasterly along said southeasterly line of Keith Street produced northeasterly to its intersection with the northeasterly line of Fairfax Avenue; thence along the northeasterly line of Fairfax Avenue the following courses and distances: southeasterly 300.836 feet; southeasterly along an arc of a curve to the right tangent to the preceding course, with a radius of 175.534 feet, a central angle of 32°20’31”, a distance of 99.084 feet; southeasterly tangent to the preceding curve 34.487 feet; at a right angle southwesterly 9 feet; and southeasterly on the arc of a curve to the right, whose tangent deflects 90°00’00” to the left from the preceding course, with a radius of 221 feet, a central angle of 3°07’20”, a distance of 12.043 feet to the southwesterly line of Fairfax Avenue; thence deflecting 144°32’9” to the right from the tangent to the preceding curve and running northwesterly along the southwesterly line of Fairfax Avenue 2.671 feet, thence continuing along the southwesterly line of Fairfax Avenue the following courses and distances: northwesterly along an arc of a curve to the left, tangent to the preceding course, with a radius of 100 feet, a central angle of 25°50’32”, a distance of 45.103 feet; northwesterly along an arc of a reverse curve to the right, with a radius of 100 feet, a central angle of 25°50’32”, a distance of 45.103 feet; and northwesterly tangent to the preceding curve 73.988 feet to a point on the southwesterly line of Fairfax Avenue distant thereon 265.220 feet southeasterly from the southeasterly line of Keith Street; thence leaving said southwesterly line of Fairfax Avenue south 62°19’13” west 43.370 feet; thence north 26°38’51” west 8.730 feet; thence north 81°55’51” west 127.710 feet; thence south 53°19’54” west 28.400 feet; thence south 10°40’51” east 83.580 feet; thence south 12°00’13” west 64.610 feet; thence south 25° west 44.690 feet; thence south 31°41’18” west 69.610 feet, thence south 9°40’46” west 39.050 feet; thence south 10°04’18” east 55.080 feet; thence south 22°34’00” west 56.800 feet to the northeasterly line of Hudson Avenue; thence southeasterly along said northeasterly line of Hudson Avenue 76.020 feet; thence at a right angle southwesterly 180 feet; thence at a right angle southeasterly 207.573 feet; thence deflecting 70°43’48” to the right and running southerly 98.255 feet to a point on the former northwesterly line of Jennings Street, distant thereon 7.250 feet northeasterly from the northeasterly from the northeasterly line of Innes Avenue; thence southwesterly along said former northwesterly line of Jennings Street 47.250 feet to the center line of Innes Avenue;

thence northwesterly along said center line of Innes Avenue 95.281 feet; thence southeasterly along an arc of a curve to the right, whose tangent deflects 145°42’16” to the left from the preceding course, with a radius of 828 feet, a central angle of 14°13’16”, a distance of 205.514 feet; thence southeasterly tangent to the preceding curve a distance of 160.232 feet; thence continuing southeasterly along an arc of a curve to the left, tangent to the preceding course, with a radius of 122 feet, a central angle of 48°31’00”, a distance of 103.307 feet; thence southeasterly tangent to the preceding curve a distance of 440 feet to the center line of Middle Point Road, formerly Ingalls Street; thence northeasterly along the center line of Middle Point Road to a point perpendicularly distant 100 feet southwesterly from southwesterly from the southwesterly line of Innes Avenue; thence southeasterly parallel with last said line of Innes Avenue to a point perpendicularly distant 225 feet northwesterly from the northwesterly line of Hawes Street; thence northeasterly parallel with said northwesterly line of Hawes Street 100 feet to the southwesterly line of Innes Avenue; thence southeasterly along said southwesterly line of Innes Avenue 289 feet to the southeasterly line of Hawes Street; thence at a right angle southwesterly along said southeasterly line of Hawes Street 100 feet; thence at right angle northwesterly to the center line of Hawes Street; thence southwesterly along the southwesterly extension of the center line of Hawes Street to a point distant thereon 442.823 feet northeasterly from the former northeasterly line of Newcomb Avenue; thence southeasterly along an arc of a curve concave southwesterly, having a radius of 74.50 feet (a radial line to said curve at last mentioned point bears North 25°43’29” east), through a central angle of 8°25’50”, a distance of 10.962 feet: thence south 27°47’39” west 171.95 feet; thence south 27°20’36” east 290.700 feet; thence south 54°28’21” east 371.245 feet to the center line of former Griffith Street; thence southwesterly along last said center line to the center line of former Newcomb Avenue; thence northwesterly along said center line of Newcomb Avenue to a point distant thereon 225 feet southeasterly from the former southeasterly line of Hawes Street; thence southwesterly parallel with said southeasterly line of Hawes Street to the northeasterly line of Lot 12, in Block 284, as said lot and block are shown on that certain map entitled, “Map of the Property of the South San Francisco Homestead and R.R. Association”, filed April 15, 1867, in Book 2 “A” and “ B” of Maps, at page 39, in the office of the Recorder of the City and County of San Francisco, State of California; thence southeasterly along the northeasterly line of Lot 12 to the southeasterly line of said lot; thence southwesterly along last said southeasterly line and its southwesterly extension to the southwesterly line of Oakdale Avenue; thence northwesterly along last said line of Oakdale Avenue to a point distant thereon 75 feet northwesterly from the northwesterly line of Ingalls Street; thence southwesterly at a right angle to said southwesterly line of Oakdale Avenue 30 feet; thence at a right angle northwesterly 25 feet; thence at a right angle southwesterly 70 feet to a point perpendicularly distant 100 feet northeasterly from the northeasterly line of Palou Avenue; thence northwesterly parallel with said northeasterly line of Palou Avenue to the southeasterly line of Jennings Street; thence at a right angle southwesterly along said southeasterly line of Jennings Street, 100 feet to the northeasterly line of Palou Avenue; thence northwesterly along said northeasterly line of Palou Avenue 89 feet, more or less, to a point distant thereon 25 feet northwesterly from the northwesterly line of Jennings Street; thence at a right angle northeasterly 100 feet; thence northwesterly parallel with said northeasterly line of Palou Avenue to a point perpendicularly distant 225 feet southeasterly from the southeasterly line of Keith Street; thence northeasterly parallel with last said line of Keith Street to the southwesterly line of Oakdale Avenue; thence northwesterly along said southwesterly line of Oakdale Avenue to a point distant thereon 150 feet southeasterly from said southeasterly line of

Keith Street; thence northeasterly parallel with last said line of Keith Street to the northeasterly line of Oakdale Avenue; thence at a right angle northwesterly along last said line of Oakdale Avenue to a point distant thereon 112.50 feet southeasterly from the southeasterly line of Keith Street; thence northeasterly parallel with said southeasterly line of Keith Street to a point perpendicularly distant 100 feet southwesterly from the southwesterly line of Newcomb Avenue; thence northwesterly parallel with said southwesterly line of Newcomb Avenue to a point perpendicular distant 75 feet southeasterly from the southeasterly line of Keith Street; thence northeasterly parallel with said southeasterly line of Keith Street to the southwesterly line of Newcomb Avenue; thence northwesterly along said southwesterly line of Newcomb Avenue and its northwesterly extension to its intersection with the northwesterly line of Keith Street; thence northeasterly along last said line of Keith Street to a point distant thereon 100 feet southwesterly from the former southwesterly line of McKinnon Avenue; thence northwesterly parallel with last said line of McKinnon Avenue to a point perpendicularly distant 200 feet southeasterly from the southeasterly line of Lane Street; thence northeasterly parallel with said southeasterly line of Lane Street to the southwesterly line of McKinnon Avenue; thence northwesterly along last said line of McKinnon Avenue and its northwesterly extension to its intersection with the northwesterly line of Lane Street; thence northeasterly along last said line of Lane Street to its intersection with the southwesterly line of La Salle Avenue; thence northwesterly along last said line of La Salle Avenue and its northwesterly extension to its intersection with the northwesterly line of Mendell Street; thence northeasterly along last said line of Mendell Street to the point of beginning.

Project Area A contains 137 acres. Project Area B (described in Attachment B) contains 1,361.5 acres. Total computed acreage for Project Area A and Project Area B contains 1,498.5 acres more or less.

Attachment B- Legal Description Project Area B.

The Boundaries of Project Area B are indicated on the Boundary Map (Map 2), and are more particularly described as follows:

Parcel One

Beginning at the point of intersection of the northerly line of Cesar Chavez Street with the northeasterly line of San Bruno Avenue, said point being the southwest corner of Assessor's Block 4279; Thence southwesterly to the northeast corner of Assessor's Block 5509; Thence southerly along the easterly line of Assessor's Block 5509 to the most southerly corner of Assessor's Block 5509; Thence southerly to the most easterly corner of Assessor's Block 5510, said corner being on the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line of Bay Shore Boulevard to the northerly line of Eve Street; Thence southerly to the intersection of the southerly line of Eve Street with the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line of Bay Shore Boulevard to the northeast corner of lot 47, Assessor's Block 5533; Thence westerly along the northerly line of said lot 47 to the northwest corner of said lot 47, also being the most northerly corner of lot 48, Assessor's Block 5533; Thence southwesterly along the northwesterly line of said lot 48 to an angle point therein; Thence southwesterly along the northwesterly line of said lot 48 to the southwest corner of said lot 48; Thence southeasterly along the southwesterly line of said lot 48 to the northwesterly line of Bay Shore Boulevard; Thence southwesterly along the northwesterly line of Bay Shore Boulevard and its southwesterly prolongation to the intersection of the northwesterly line of Bay Shore Boulevard with the southwesterly line of Costa Street; Thence northwesterly along the southwesterly line of Costa Street to the northwest corner of lot 1, Assessor's Block 5573; Thence southwesterly along the northwesterly line of lot 1 and lot 5, Assessor's Block 5573 to the southwest corner of said lot 5; Thence southeasterly along the southwesterly line of said lot 5 to the northwesterly line of Bay Shore Boulevard; Thence southwesterly along the northwesterly line of Bay Shore Boulevard and its southwesterly prolongation to the intersection of the northwesterly line of Bay Shore Boulevard with the southwesterly line of Faith Street; Thence northwesterly along the southwesterly line of Faith Street to the northwest corner of lot 1, Assessor's Block 5576; Thence southwesterly along the northwesterly line of said lot 1 to the northeasterly line of Oakdale Avenue; Thence southeasterly along the northeasterly line of Oakdale Avenue to the northwesterly line of Bay Shore Boulevard; Thence southwesterly to the intersection of the northwesterly line of Bay Shore Boulevard with the southwesterly line of Oakdale Avenue; Thence northwesterly along the southwesterly line of Oakdale Avenue to the northwest corner of lot 1, Assessor's Block 5596; Thence southwesterly along the northwesterly line of said lot 1 to the southwest corner of said lot 1, also being the northwest corner of lot 43, Assessor's Block 5596; Thence southerly along the westerly line of said lot 43 to the intersection of the northwesterly and northeasterly lines of Cosgrove Street; Thence southwesterly along the northwesterly line of Cosgrove Street to the southwesterly line of Cosgrove Street; Thence southeasterly along the southwesterly line of Cosgrove Street to the northwesterly line of lot 53, Assessor's Block 5596; Thence southwesterly along the northwesterly line of lots 53, 54, 12, 14, 13, 15, 17D, 17B, 41, and 38, Assessor's Block 5596 to the northerly line of Cortland Avenue; Thence easterly along the northerly line of Cortland Avenue to the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line

of Bay Shore Boulevard and it southerly prolongation to the southwesterly prolongation of the southeasterly line of Industrial Street; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of Industrial Street to the southwesterly line of Shafter Avenue; Thence southeasterly along the southwesterly line of Shafter Avenue to the southwesterly prolongation of the northwesterly line of lot 1, Assessor's Block 5348; Thence northeasterly along said southwesterly prolongation to the northeasterly line of Shafter Avenue; Thence southeasterly along the northeasterly line of Shafter Avenue to the northwesterly line of Selby Street; Thence northeasterly along the northwesterly line of Selby Street to the northwesterly prolongation of the southwesterly line of lot 26, Assessor's Block 5347; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of lots 26 through 31 and 46 through 48, Assessor's Block 5347 to the most southerly corner of said lot 48; Thence northeasterly along the southeasterly line of said lot 48 to the southwesterly line of Revere Avenue; Thence southeasterly along the southwesterly line of Revere Avenue to the southwesterly prolongation of the northwesterly line of Rankin Street; Thence northeasterly along said southwesterly prolongation and along the northwesterly line of Rankin Street to the northeasterly line of lot 2, Assessor's Block 5334; Thence northwesterly along the northeasterly line of lots 2 through 23, 51 and 50 to the southeasterly line of Selby Street; Thence northeasterly along the southeasterly line of Selby Street to the northeasterly line of Palou Avenue; Thence southeasterly along the northeasterly line of Palou Avenue to the northwesterly line of Rankin Street; Thence northeasterly along the northwesterly line of Rankin Street to the most easterly corner of lot 2, Assessor's Block 5318; Thence southeasterly at a right angle to the northwesterly line of Rankin Street to the southeasterly line of Rankin Street; Thence southwesterly along the southeasterly line of Rankin Street to the southwesterly line of lot 49, Assessor's Block 5319; Thence southeasterly along the southwesterly line of said lot 49 to the southeasterly line of said lot 49; Thence northeasterly along the southeasterly line of said lot 49 to the southwesterly line of lot 27, Assessor's Block 5319; Thence southeasterly along the southwesterly line of lots 27 through 47 and 1, Assessor's Block 5319 to the northwesterly line of Quint Street; Thence southeasterly to the intersection of the southeasterly line of Quint Street with the northeasterly line of Drummond Alley; Thence southeasterly along the northeasterly line of Drummond Alley and its southeasterly prolongation to the southeasterly line of Dunshee Street; Thence southwesterly along the southeasterly line of Dunshee Street and its southwesterly prolongation to the southwesterly line of Palou Avenue; Thence southeasterly along the southwesterly line Palou Avenue to the northwesterly line of Phelps Street; Thence southwesterly along the northwesterly line of Phelps Street and its southwesterly prolongation to the southwesterly line of Quesada Avenue; Thence southeasterly along the southwesterly line of Quesada Avenue to the southeasterly line of Quesada Avenue; Thence northeasterly along the southeasterly line of Quesada Avenue to the northeasterly line of Quesada Avenue, also being the southwesterly line of Assessor's Block 5328; Thence southeasterly along the southwesterly line of Assessor's Block 5328 to the northwesterly line of Newhall Street; Thence southwesterly along the northwesterly line of Newhall Street to the northwesterly prolongation of the southwesterly line of Quesada Avenue; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of Quesada Avenue to the northwesterly line of lot 1, Assessor's Block 5338; Thence southwesterly along the northwesterly line of lots 1 and 2, Assessor's Block 5338 to the northeasterly line of lot 53, Assessor's Block 5338; Thence northwesterly along said northeasterly line of lot 53, Assessor's Block 5338, to the northeast corner of said lot 53; Thence southwesterly along the northwesterly line of lot 53 to an angle

point therein; Thence northwesterly along the northwesterly line of lot 53, Assessor's Block 5338, a distance of 7.21 feet; Thence southwesterly along the northwesterly line of lot 53, Assessor's Block 5338, to the southwesterly line of lot 53; Thence southeasterly along the southwesterly line of lot 53, Assessor's Block 5338 to the northwesterly line of lot 5, Assessor's Block 5338; Thence southwesterly along the northwesterly line of lot 5, Assessor's Block 5338 to the northeasterly line of Revere Avenue; Thence southwesterly at a right angle to the northeasterly line of Revere Avenue to the southwesterly line of Revere Avenue; Thence southeasterly along the southwesterly line of Revere Avenue to the northwesterly line of lot 33, Assessor's Block 5343; Thence southwesterly along the northwesterly line of said lot 33 to the northeasterly line of Bay View Street; Thence southwesterly to the intersection of the southwesterly line of Bay View Street with the southeasterly line of Latona Street; Thence southeasterly along the southwesterly line of Bay View Street to the northwesterly line of lot 29, Assessor's Block 5358; Thence southwesterly along the northwesterly line of lots 29, 3, and 4, Assessor's Block 5358 to the southwesterly line of said lot 4; Thence southeasterly along the southwesterly line of said lot 4 to the northwesterly line of lot 5A, Assessor's Block 5358; Thence southwesterly along the northwesterly line of lot 5A and lot 27 to the northeasterly line of lot 8, all in Assessor's Block 5358; Thence northwesterly along the northeasterly line of said lot 8 to the northwesterly line of said lot 8; Thence southwesterly along the northwesterly line of lots 8 and 9, Assessor's Block 5358 to the southwesterly line of said lot 9; Thence southeasterly along the southwesterly line of said lot 9 to the northwesterly line of lot 11A, Assessor's Block 5358; Thence southwesterly along the northwesterly line of said lot 11A to the southwesterly line of said lot 11A; Thence southeasterly along the southwesterly line of said lot 11A to the northwesterly line of lot 12, Assessor's Block 5358; Thence southwesterly along the northwesterly line of said lot 12 to the northeasterly line of lot 13, Assessor's Block 5358; Thence northwesterly along the northeasterly line of said lot 13 to the northwesterly line of said lot 13; Thence southwesterly along the northwesterly line of said lot 13 to the southwesterly line of said lot 13; Thence southeasterly along the southwesterly line of said lot 13 to the northwesterly line of lot 14, Assessor's Block 5358; Thence southwesterly along the northwesterly line of said lot 14 to the northeasterly line of lot 15, Assessor's Block 5358; Thence northwesterly along the northeasterly line of said lot 15 to the southeasterly line of Latona Street; Thence southwesterly along the southeasterly line of Latona Street to the northeasterly line of Thornton Avenue; Thence southwesterly at a right angle to the northeasterly line of Thornton Avenue to the southwesterly line of Thornton Avenue; Thence northwesterly along the southwesterly line of Thornton Avenue to the southeasterly line of Lucy Street; Thence southwesterly along the southeasterly line of Lucy Street to the northeasterly line of Williams Avenue; Thence northwesterly along the northeasterly line of Williams Avenue to the northwesterly line of Reddy Street; Thence northeasterly along the northwesterly line of Reddy Street to the southwesterly line of Thornton Avenue; Thence northwesterly along the southwesterly line of Thornton Avenue to the southeasterly line of Diana Street; Thence southwesterly along the southeasterly line of Diana Street to the northeasterly line of Williams Avenue; Thence southwesterly at a right angle to the northeasterly line of Williams Avenue to the southwesterly line of Williams Avenue; Thence southeasterly along the southwesterly line of Williams Avenue to the westerly line of lot 4, Assessor's Block 5415; Thence southerly along the westerly line of said lot 4 to the southwesterly line of said lot 4; Thence southeasterly along the southwesterly line of said lot 4 to the westerly line of lot 1, Assessor's Block 5415; Thence southerly along the westerly line of said lot 1 to the northwesterly line of Mendell Street;

Thence southwesterly along the northwesterly line of Mendell Street and its southwesterly prolongation to the westerly line of lot 5, Assessor's Block 5415; Thence southerly along the westerly line of said lot 5 to the southeasterly prolongation of the northeasterly line of Egbert Avenue; Thence northwesterly along said southeasterly prolongation and along the northeasterly line of Egbert Avenue to the southeasterly line of Newhall Street; Thence northeasterly along the southeasterly line of Newhall Street and its northeasterly prolongation to the southeasterly prolongation of the northeasterly line of Carroll Avenue; Thence northwesterly along said southeasterly prolongation and along the northeasterly line of Carroll Avenue to an angle point therein; Thence southwesterly to the northwest corner of Assessor's Block 5434B; Thence southwesterly along the northwesterly line of Assessor's Block 5434B to the northeasterly line of Egbert Avenue; Thence southwesterly to the most northerly corner of Assessor's Block 5431A; Thence southwesterly along the northwesterly line of Assessor's Block 5431A to the northeasterly line of Fitzgerald Avenue; Thence northwesterly along the northeasterly line of Fitzgerald Avenue to the easterly line of Bay Shore Boulevard; Thence westerly at a right angle to the easterly line of Bay Shore Boulevard to the westerly line of Bay Shore Boulevard; Thence southerly along the westerly line of Bay Shore Boulevard to the southwesterly line of Paul Avenue; Thence southeasterly along the southwesterly line of Paul Avenue to the northwesterly line of lot 53, Assessor's Block 5461; Thence southwesterly along the northwesterly line of lots 53, 3 through 9, 51, 52, 14 through 24, all Assessor's Block 5461 to the northeasterly line of Salinas Avenue; Thence southwesterly to the intersection of the southwesterly line of Salinas Avenue with the southeasterly line of Keith Street; Thence southwesterly along the southeasterly line of Keith Street to the northeasterly line of Jamestown Avenue; Thence southwesterly to the intersection of the southwesterly line of Jamestown Avenue with the southeasterly line of Keith Street; Thence southeasterly along the southwesterly line of Jamestown Avenue to the northwesterly line of Third Street; Thence southwesterly along the northwesterly line of Third Street to the northeast corner of lot 1, Assessor's Block 5470; Thence westerly along the northerly line of lots 1 and 2, Assessor's Block 5470 to the northeasterly line of Key Avenue; Thence westerly to the intersection of the southwesterly line of Key Avenue with the southeasterly line of Keith Street; Thence southwesterly along the southeasterly line of Keith Street to the northeasterly line of Le Conte Avenue; Thence northwesterly to the intersection of the northwesterly line of Keith Street with the northeasterly line of Le Conte Avenue; Thence southwesterly to the intersection of the southwesterly line of Le Conte Avenue with the northwesterly line of Keith Street; Thence northwesterly along the southwesterly line of Le Conte Avenue and its northwesterly prolongation to the northerly prolongation of the easterly line of Bay Shore Boulevard; Thence southerly along said northerly prolongation and along the easterly line of Bay Shore Boulevard to the northwesterly line of Keith Street; Thence southerly to the intersection of the easterly line of Bay Shore Boulevard with the southeasterly line of Keith Street; Thence southerly along the easterly line of Bay Shore Boulevard to the southwesterly prolongation of the northwesterly line of Third Street; Thence easterly to the northwesterly prolongation of the northeasterly line of Meade Avenue; Thence southeasterly along said northwesterly prolongation and along the northeasterly line of Meade Avenue to the southeasterly line of lot 17, Assessor's Block 5016; Thence northeasterly along the southeasterly line of lot 17, 8, 18, and 10, all Assessor's Block 5016 to the northeasterly line of said lot 10; Thence northwesterly along the northeasterly line of said lot 10 to the southeasterly line of lot 10A, Assessor's Block 5016; Thence northeasterly along the southeasterly line of lots 10A, 11B and 11, all Assessor's Block 5016 to the

southwesterly line of Le Conte Avenue; Thence northeasterly at a right angle to the southwesterly line of Le Conte Avenue to the northeasterly line of Le Conte Avenue; Thence northwesterly along the northeasterly line of Le Conte Avenue to the southeasterly line of lot 24, Assessor's Block 4995; Thence northeasterly along the southeasterly line of said lot 24 to the southwesterly line of lot 25, Assessor's Block 4995; Thence southeasterly along the southwesterly line of said lot 25 to the southeasterly line of said lot 25; Thence northeasterly along the southeasterly line of lots 25 through 28 and lot 15, all Assessor's Block 4995 to the southwesterly line of Key Avenue; Thence southeasterly along the southwesterly line of Key Avenue to the southwesterly prolongation of the southeasterly line of lot 3, Assessor's Block 4994; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of said lot 3 to an angle point therein; Thence southeasterly along said southeasterly line of said lot 3 to the northwesterly line of Jennings Street; Thence northeasterly along the northwesterly line of Jennings Street to the southwesterly line of Jamestown Avenue; Thence southeasterly to the intersection of the southwesterly line of Jamestown Avenue with the southeasterly line of Jennings Street; Thence southeasterly along the southwesterly line of Jamestown Avenue to the most northerly corner of lot 277, Assessor's Block 4991; Thence southwesterly and southeasterly along the northwesterly and southwesterly lines of said lot 277 to the most southerly corner of said lot 277; Thence southeasterly along the southwesterly line of lot 276, Assessor's Block 4991 to the northwesterly line of lot 6, Assessor's Block 4977; Thence southwesterly along the northwesterly line of said lot 6 to the southwesterly line of said lot 6; Thence southeasterly along the southwesterly line of said lot 6 and lot 8, Assessor's Block 4977 to the southeasterly line of said lot 8; Thence northeasterly along the southeasterly line of said lot 8 to the southwesterly line of lot 8, Assessor' Block 5023; Thence southeasterly along the southwesterly line of said lot 8 to the northwesterly line of Harney Way; Thence northeasterly along the northwesterly line of Harney Way to the southwesterly line of Jamestown Avenue; Thence southeasterly along the southwesterly line of Jamestown Avenue to the most easterly corner of lot 10, Assessor's Block 5023; Thence southwesterly along the southeasterly line of said lot 10 to the mean low-tide line of the San Francisco Bay Shoreline; Thence easterly, northwesterly, northeasterly, northwesterly, northeasterly and southeasterly meandering along said mean low-tide line to the point of intersection with the southeasterly line of Assessor's Block 4825; Thence northeasterly along the southeasterly line of Assessor's Blocks 4825, 4814 and 4805 and along the southeasterly line of Fitch Street to the northeasterly line of Palou Avenue; Thence northwesterly along the northeasterly line of Palou Avenue to the southeasterly line of Griffith Street; Thence northeasterly along the southeasterly line of Griffith Street to an angle point therein, said point being on the southeasterly prolongation of the southwesterly line of Oakdale Avenue; Thence northwesterly along the southeasterly line of Griffith Street to an angle point therein, said point being on the former centerline of Griffith Street; Thence northeasterly along the current southeasterly line of Griffith Street (formerly the centerline of Griffith Street) to the southeasterly prolongation of the southwesterly line of Navy Road; Thence northwesterly along said southeasterly prolongation and along the southwesterly line of Navy Road to the most northerly corner of lot 43, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said lot 43 to an angle point therein; Thence southeasterly along said northwesterly line of said lot 43 to an angle point therein; Thence southwesterly along said northwesterly line of said lot 43 and its southwesterly prolongation to the southwesterly line of Oakdale Avenue; Thence northwesterly along the southwesterly line of Oakdale Avenue to the northwesterly line of Assessor's Block 4734; Thence southwesterly

along the northwesterly line of Assessor's Block 4734 and its southwesterly prolongation to the southwesterly line of Palou Avenue; Thence southeasterly along the southwesterly line of Palou Avenue to the northwesterly line of Hawes Street; Thence southwesterly along the northwesterly line of Hawes Street to the northeasterly line of Shafter Avenue; Thence northwesterly along the northeasterly line of Shafter Avenue to its intersection with the southeasterly line of Ingalls Street; Thence northwesterly to the intersection of the northeasterly line of Shafter Avenue with the northwesterly line of Ingalls Street; Thence southwesterly to the intersection of the northwesterly line of Ingalls Street with the southwesterly line of Shafter Avenue; Thence southwesterly along the northwesterly line of Ingalls Street to the northeasterly line of Thomas Avenue; Thence northwesterly along the northeasterly line of Thomas Avenue to the southeasterly line of Jennings Street; Thence northwesterly to the intersection of the northeasterly line of Thomas Avenue with the northwesterly line of Jennings Street; Thence southwesterly to the intersection of the northwesterly line of Jennings Street with the southwesterly line of Thomas Avenue; Thence southwesterly along the northwesterly line of Jennings Street to the northeasterly line of Underwood Avenue; Thence southwesterly to the intersection of the northwesterly line of Jennings Street with the southwesterly line of Underwood Avenue; Thence northwesterly along the southwesterly line of Underwood Avenue to the southeasterly line of Keith Street; Thence northwesterly to the intersection of the southwesterly line of Underwood Avenue with the northwesterly line of Keith Street; Thence northwesterly along the southwesterly line of Underwood Avenue to the southwesterly prolongation of the southeasterly line of lot 8, Assessor's Block 5361; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of lot 8 and lot 25, Assessor's Block 5361 to the southwesterly line of Thomas Avenue; Thence northwesterly along the southwesterly line of Thomas Avenue to the southeasterly line of Lane Street; Thence northwesterly to the intersection of the southwesterly line of Thomas Avenue with the northwesterly line of Lane Street; Thence northwesterly along the southwesterly line of Thomas Avenue to the northwesterly line of lot 1, Assessor's Block 5362; Thence northeasterly at a right angle to the southwesterly line of Thomas Avenue to the northeasterly line of Thomas Avenue; Thence northwesterly along the northeasterly line of Thomas Avenue to the southeasterly line of lot 4, Assessor's Block 5359; Thence northeasterly along the southeasterly line of lots 4, 4A and 4B, all Assessor's Block 5359 to the northeasterly line of said lot 4B; Thence northwesterly along the northeasterly line of said lot 4B to the southeasterly line of lot 6, Assessor's Block 5359; Thence northeasterly along the southeasterly line of said lot 6 to the southwesterly line of Shafter Avenue; Thence northwesterly along the southwesterly line of Shafter Avenue to the southwesterly prolongation of the southeasterly line of lot 7, Assessor's Block 5342; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of lot 7, 8 and 9A, Assessor's Block 5342 to the northeasterly line of said lot 9A; Thence northwesterly along the northeasterly line of said lot 9A to the southeasterly line of lot 10, Assessor's Block 5342; Thence northeasterly along the southeasterly line of said lot 10 to the southwesterly line of Revere Avenue; Thence northwesterly along the southwesterly line of Revere Avenue to the southwesterly prolongation of the southeasterly line of lot 7, Assessor's Block 5339; Thence northeasterly along said southwesterly prolongation and along the southeasterly line of lot 7, 7A, 8, 9, 10 and 11, all Assessor's Block 5339 to the southwesterly line of Quesada Avenue; Thence northeasterly to the most southerly corner of lot 28, Assessor's Block 5326, said corner being on the northeasterly line of Quesada Avenue; Thence northeasterly along the southeasterly line of said lot 28 to the northeasterly line of said lot 28; Thence northwesterly along the

northeasterly line of said lot 28 to the southeasterly line of lot 11, Assessor's Block 5326; Thence northeasterly along the southeasterly line of lots 11 and 12, Assessor's Block 5326 to the southwesterly line of Palou Avenue; Thence southeasterly along the southwesterly line of Palou Avenue to the northwesterly line of Lane Street; Thence southeasterly to the intersection of the southwesterly line of Palou Avenue with the southeasterly line of Lane Street; Thence northeasterly along the southeasterly line of Lane Street to the northeasterly line of Newcomb Avenue; Thence southeasterly along the northeasterly line of Newcomb Avenue to the southeasterly line of lot 13, Assessor's Block 5308; Thence northeasterly along the southeasterly line of lots 13 and 13C, Assessor's Block 5308 to the northeasterly line of said lot 13C; Thence northwesterly along the northeasterly line of said lot 13C to the southeasterly line of Lane Street; Thence northwesterly to the most easterly corner of lot 2, Assessor's Block 5307, said corner being on the northwesterly line of Lane Street; Thence northwesterly along the northeasterly line of lot 2 through lot 17C, Assessor's Block 5307 to the southeasterly line of Mendell Street; Thence northeasterly along the southeasterly line of Mendell Street to the southwesterly line of La Salle Avenue; Thence northwesterly to the intersection of the southwesterly line of La Salle Avenue with the northwesterly line of Mendell Street; Thence northeasterly along the northwesterly line of Mendell Street to the most easterly corner of lot 22, Assessor's Block 5259; Thence southeasterly to the most westerly corner of lot 15, Assessor's Block 5258, said corner being on the southeasterly line of Mendell Street; Thence southeasterly along the southwesterly line of lot 15 , Assessor's Block 5258 to the southeasterly line of said lot 15; Thence northeasterly along the southeasterly line of said lot 15 to the southwesterly line of Hudson Avenue; Thence northeasterly to the most southerly corner of lot 11, Assessor's Block 5255, said corner being on the northeasterly line of Hudson Avenue; Thence northeasterly along the southeasterly line of lots 11, 11C, 11B and 11A, all Assessor's Block 5255 to the northeasterly line of said lot 11A; Thence northwesterly along the northeasterly line of said lot 11A to the southeasterly line of Mendell Street; Thence northwesterly to the most easterly corner of lot 2, Assessor's Block 5254, said corner being on the northwesterly line of Mendell Street; Thence northwesterly along the northeasterly line of lots 2 and 4, Assessor's Block 5254 to the northwesterly line of said lot 4; Thence southwesterly along the northwesterly line of said lot 4 to the northeasterly line of Hudson Avenue; Thence southwesterly to the most northerly corner lot 1A, Assessor's Block 5259, said corner being on the southwesterly line of Hudson Avenue; Thence southwesterly along the northwesterly line of lots 1A and 3, Assessor's Block 5259 to the northeasterly line of Innes Avenue; Thence northwesterly along the northeasterly line of Innes Avenue to the most southerly corner of lot 9B, Assessor's Block 5259; Thence northeasterly along the southeasterly line of lots 9B, 9A and 9C, Assessor's Block 5259 to the southwesterly line of lot 9D, Assessor's Block 5259; Thence southeasterly along the southwesterly line of said lot 9D to the southeasterly line of said lot 9D; Thence northeasterly along the southeasterly line of lots 9D, 10, 11, 23 and 24, all Assessor's Block 5259 to the southwesterly line of Hudson Avenue; Thence northeasterly at a right angle to the southwesterly line of Hudson Avenue to the northeasterly line of Hudson Avenue; Thence northwesterly along the northeasterly line of Hudson Avenue to the southeasterly line of Newhall Street; Thence southwesterly along the southeasterly line of Newhall Street to the southeasterly line of Third Street; Thence southwesterly along the southeasterly line of Third Street to the southwesterly line of Kirkwood Avenue; Thence northwesterly along the southwesterly line of Kirkwood Avenue to the southwesterly prolongation of the southeasterly line of lot 7, Assessor's Block 5279; Thence northeasterly along said southwesterly prolongation

and along the southeasterly line of said lot 7 to the northeasterly line of said lot 7; Thence northwesterly along the northeasterly line of lots 7 through 12, 52, and 15 through 27, all Assessor's Block 5279 to the southeasterly line of Phelps Street; Thence northwesterly at a right angle to the southeasterly line of Phelps Street to the northwesterly line of Phelps Street; Thence northeasterly along the northwesterly line of Phelps Street to the northwesterly prolongation of the southwesterly line of lot 11, Assessor's Block 5235; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of said lot 11 and its southeasterly prolongation to the southeasterly line of Third Street; Thence northeasterly along the southeasterly line of Third Street to the southwesterly line of Burke Avenue; Thence northeasterly to the intersection of the northeasterly line of Burke Avenue with the easterly line of Third Street; Thence northerly along the easterly line of Third Street to the northwest corner of Assessor's Block 4502A; Thence easterly along the northerly line of Assessor's Block 4502A to its intersection with the mean low-tide line of the San Francisco Bay Shoreline; Thence northerly, westerly, northerly, southeasterly and easterly meandering along said mean low-tide line to its intersection with the easterly line of Illinois Street; Thence northerly along the easterly line of Illinois Street to the southerly line of Marin Street; Thence easterly along the southerly line of Marin Street to the easterly line of Marin Street; Thence northerly along the easterly line of Marin Street to the southeast corner of Assessor's Block 4358; Thence northerly along the easterly line of Assessor's Block 4358 to an angle point therein; Thence easterly along said easterly line of Assessor's Block 4358 to an angle point therein; Thence northerly along said easterly line of Assessor's Block 4358 to the southerly line of Cesar Chavez Street; Thence northerly at a right angle to the southerly line of Cesar Chavez Street to the northerly line of Cesar Chavez Street; Thence westerly along the northerly line of Cesar Chavez Street to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING PARCEL: Beginning at the point of intersection of the southeasterly prolongation of the southwesterly line of Oakdale Avenue with the northeasterly prolongation of the northwesterly line of Industrial Street; Thence southwesterly along said northeasterly prolongation and along the northwesterly line of Industrial Street and its southwesterly prolongation to its intersection with the southerly prolongation of the easterly line of Barneveld Avenue; Thence northerly and northeasterly along said southerly prolongation and along the easterly and southeasterly lines of Barneveld Avenue and its northeasterly prolongation to its point of intersection with the northwesterly prolongation of the southwesterly line of Oakdale Avenue; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of Oakdale Avenue and its southeasterly prolongation to the point of beginning.

Parcel Two

All that real property in the City and County of San Francisco, State of California and described as follows:

Beginning at the point of intersection of the southeasterly line of Earl Street with the northeasterly line of Innes Avenue; Thence northwesterly along said northeasterly line of Innes Avenue to the southeasterly line of Hawes Street; Thence northeasterly along said line of Hawes Street to its intersection with the westerly line of Hunters Point Boulevard; Thence northerly

along said line of Hunters Point Boulevard to its intersection with the northeasterly line of Hudson Avenue; Thence northwesterly along said line of Hudson Avenue and along the most northeasterly line of Assessor's Block 4647a to the southeasterly line of Assessor's Block 4624; Thence northeasterly along said southeasterly line of Assessor's Block 4624 to the easterly line of Assessor's Block 4624; Thence northerly along said easterly line to the northeasterly line of Assessor's Block 4624; Thence northwesterly along said northeasterly line to the easterly line of Middle Point Road; Thence continuing northwesterly along the northwesterly prolongation of the northeasterly line of Assessor's Block 4624 to the westerly line of Middle Point Road; Thence continuing northwesterly along the northeasterly line of Lot 9 in Assessor's Block 4624 to an angle point in said Lot 9; Thence northwesterly, westerly, southwesterly and southerly (20 Courses) along the northwesterly line of said Lot 9 to the northeasterly line of Lot 71, Assessor's Block 4700; Thence northwesterly along the northeasterly line of said Lot 71 to the northwesterly line of said Lot 71; Thence southwesterly along the northwesterly line of said Lot 71 to the southwesterly line of said Lot 71; Thence southerly and southeasterly (4 Courses) along the southwesterly line of said Lot 71 to the northwesterly line of Harbor Road; Thence southeasterly along the northeasterly line of Harbor Road to the northwesterly line of Ingalls Street; Thence northeasterly along the northwesterly line of Ingalls Street to the northwesterly prolongation of the southwesterly line of Assessor's Block 4652; Thence southeasterly along said northwesterly prolongation and along the southwesterly line of Assessor's Block 4652 to the southeasterly line of Assessor's Block 4652; Thence northeasterly along the southeasterly line of Assessor's Block 4652 to the southwesterly line of Innes Avenue; Thence southeasterly along the southwesterly line of Innes Avenue to the northwesterly line of Hawes Street; Thence southwesterly, southeasterly and southwesterly (3 Courses) along the northwesterly line of Hawes Street to the most northerly Corner of Lot 39, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said Lot 39 and its southwesterly prolongation to the most northerly Corner of Lot 40, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said Lot 40 to the most easterly Corner of said Lot 40; Thence southwesterly to the northwest Corner of Lot 41, Assessor's Block 4700; Thence southwesterly along the northwesterly line of said Lot 41 and its southwesterly prolongation to the most southerly Corner of Lot 79, Assessor's Block 4700; Thence northwesterly and northerly along the southerly line of said Lot 79 to the southeasterly line of Ingalls Street; Thence southwesterly along the southeasterly line of Ingalls Street to the southwesterly line of Assessor's Block 4700; Thence southeasterly along the southwesterly line of Assessor's Block 4700 (3 Courses) to the most westerly Corner of Lot 52, Assessor's Block 4700; Thence southeasterly along the southwesterly line of said Lot 52 to an angle point Therein; Thence northeasterly along the southwesterly line of said Lot 52 to an angle point Therein; Thence southeasterly along the southwesterly line of said Lot 52 to the southeasterly line of said Lot 52; Thence northeasterly along the southeasterly line of said Lot 52 to the southwesterly line of Kirkwood Avenue; Thence southeasterly along the southwesterly line of Kirkwood Avenue to the northwesterly line of Earl Street; Thence southwesterly (5 Courses) along the northwesterly line of Earl Street to the northwesterly line of Assessor's Block 4591b; Thence southwesterly along the northwesterly line of Assessor's Block 4591b to the southwesterly line of Assessor's Block 4591b; Thence southeasterly along the southwesterly line of Assessor's Block 4591b to the southeasterly line of Assessor's Block 4591b; Thence northeasterly along the southeasterly line of Assessor's Block 4591b and along the southeasterly line of Donahue Street to an angle point in the southeasterly Boundary line of the "Inchon Village" Condominium Project (17 Cm 112-130); Thence

northwesterly along said southeasterly Boundary line to the southeasterly line of Assessor's Block 4591b; Thence northeasterly along the southeasterly line of Assessor's Block 4591b and its northeasterly prolongation to the southwesterly Boundary line of the "Morgan Heights" Condominium Project (29 Cm 94-101); Thence northeasterly along the southeasterly Boundary line of said "Morgan Heights" Condominium Project to the northeasterly Boundary line of said "Morgan Heights" Condominium Project; Thence northwesterly along said northeasterly Boundary line to the southeasterly line of Earl Street; Thence northeasterly along said southeasterly line of Earl Street to the point of beginning.

Project Area A (described in Attachment A) contains 137 acres. Project Area B contains 1,361.5 acres and is comprised of Parcel One, which contains 1,267.3 acres, and Parcel Two, which contains 94.2 acres. Total computed acreage for Project Area A and Project Area B contains 1,498.5 acres more or less.

MAPS TO BE REVISED