

From: [Ivy Brown](#)
To: [OCII, Commission Secretary \(CII\)](#)
Subject: Reject OCII Staff Candlestick Recommendations - Demand Accountability and Jobs Housing NOW
Date: Thursday, September 12, 2024 7:17:19 AM

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OCII Commissioners Jaimie Cruz,

I urge you to oppose the current Candlestick amendments and tell OCII staff to re-write the documents to include the following:

- A) Clear Timeline for Housing and Jobs:
- B) Invest in Residents by making good on their long overdue community benefit payments
- C) Guarantee Progress with penalties when the developer does not meet timelines.

I join with over 500 San Francisco petition signers and organizations who are calling on you to reject the current OCII staff recommendations for the Candlestick amendments made public for the first time 4 days before your Tuesday September 3rd hearing (see [HERE](#): https://url.avanan.click/v2/r01/___https://sfocii.org/sites/default/files/2024-08/September%203%2C%202024%20Supporting%20Documents_5.pdf___YXAzOnNmZHQyOmE6bzpmNjlkMzJhOWI3MjU3MGI5Y2RIOTEzYWQyNWJhMjNhYjo3OmJlYWw6ZTI3ZjZhZTEwMDFiZDQ0N2ZkNTg4OWI1ODZhZTRhNDY0OWJhZGVlODRjNTIiMjk4YTVjOTIiM2IzZGQwNjc5ODp0OIQ6Tg).

You have the power to make sure the long ignored communities of Bayview, Hunter's Point and Candlestick finally benefit from the promises made to voters in 2008, the city in 2010 and in the 10 years since Candlestick was ready to be developed after the stadium came down.

Thank you

Ivy Brown
Mrs.IvyB50@gmail.com
5545 Third Street. #413
San Francisco, California 94124

From: [Leon Variste](#)
To: [OCII, CommissionSecretary \(CII\)](#)
Subject: Reject OCII Staff Candlestick Recommendations - Demand Accountability and Jobs Housing NOW
Date: Wednesday, September 25, 2024 10:35:55 PM

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OCII Commission ,

I urge you to oppose the current Candlestick amendments and tell OCII staff to re-write the documents to include the following:

- A) Clear Timeline for Housing and Jobs:
- B) Invest in Residents by making good on their long overdue community benefit payments
- C) Guarantee Progress with penalties when the developer does not meet timelines.

I join with over 500 San Francisco petition signers and organizations who are calling on you to reject the current OCII staff recommendations for the Candlestick amendments made public for the first time 4 days before your Tuesday September 3rd hearing (see [HERE](#):

[https://url.avanan.click/v2/r01/___https://sfocil.org/sites/default/files/2024-](https://url.avanan.click/v2/r01/___https://sfocil.org/sites/default/files/2024-08/September%203%2C%202024%20Supporting%20Documents_5.pdf___YXAzOnNmZHQyOmE6bzo5OTAwYjcwOTVjNzU5OTIiZjJIOTY3MGM5MDBiZGlyNjo3OmU2NWE6MDhlMmVhYmY0N2FkNDE2YTMDJmMDkyNzNmZGQwOTA1ZmY0NGJkNjQxZThlMjA1MmMyZWQ4ODVjYmFhMGFjZDp0IQ6Tg)

[08/September%203%2C%202024%20Supporting%20Documents_5.pdf___YXAzOnNmZHQyOmE6bzo5OTAwYjcwOTVjNzU5OTIiZjJIOTY3MGM5MDBiZGlyNjo3OmU2NWE6MDhlMmVhYmY0N2FkNDE2YTMDJmMDkyNzNmZGQwOTA1ZmY0NGJkNjQxZThlMjA1MmMyZWQ4ODVjYmFhMGFjZDp0IQ6Tg](https://url.avanan.click/v2/r01/___https://sfocil.org/sites/default/files/2024-08/September%203%2C%202024%20Supporting%20Documents_5.pdf___YXAzOnNmZHQyOmE6bzo5OTAwYjcwOTVjNzU5OTIiZjJIOTY3MGM5MDBiZGlyNjo3OmU2NWE6MDhlMmVhYmY0N2FkNDE2YTMDJmMDkyNzNmZGQwOTA1ZmY0NGJkNjQxZThlMjA1MmMyZWQ4ODVjYmFhMGFjZDp0IQ6Tg)).

You have the power to make sure the long ignored communities of Bayview, Hunter's Point and Candlestick finally benefit from the promises made to voters in 2008, the city in 2010 and in the 10 years since Candlestick was ready to be developed after the stadium came down.

Thank you

Leon Variste
ablmafia225@gmail.com
847 Fairfax Ave
San Francisco, California 94124

From: [Myrna Banks](#)
To: [OCII, Commissioner Secretary \(CII\)](#)
Subject: Reject OCII Staff Candlestick Recommendations - Demand Accountability and Jobs Housing NOW
Date: Thursday, September 12, 2024 6:56:09 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

OCII Commission ,

Dear OCII Commission President Bivett Brackett, Vice Chair Dr. Carolyn Ransom-Scott, Commissioner Tamsen Drew, Commissioner Vanessa Ross Aquino, and Commissioner Kent Lim:

I join with over 500 San Francisco petition signers and organizations who are calling on you to reject the current OCII staff recommendations for the Candlestick amendments made public for the first time 4 days before your Tuesday September 3rd hearing (see HERE: https://url.avanan.click/v2/r01/___https://sfocii.org/sites/default/files/2024-08/September%203%2C%202024%20Supporting%20Documents_5.pdf___YXAzOnNmZHQyOmE6bzpmOWFiN2VINGlyMGI2Nzg1ZGFmNDkxMjE5MmY0Y2Y4YT03OjQyY2Y6OTE1NGM1MDg3YzA3NjUyYjNjNGQ2YjkwNWl5ZDhjZDjYmUzMWUyODMxYTYxOWIzY2NmY2U1ZTVjYjhhMDk5MTp0OIQ6Tg).

I urge you to oppose the current Candlestick amendments and tell OCII staff to re-write the documents to include the following:

- A) Clear Timeline for Housing and Jobs: Hold the developer accountable to your (OCII) 2018 third amended development agreement schedule (especially for affordable housing) which would have had the Alice Griffith community and community parks completed in the next 3 years (by 2027) and guaranteed the over 7000 homes by 2035. A clear timeline for the housing would help SFUSD plan for schools and stop school closures as well as guarantee Certificate of Preference Holders (CoP) timing for affordable housing.
- B) Invest in Residents: Prepare the current and displaced community (i.e. CoP holders) for jobs, housing, and schools by requiring the developer to make their community benefit payments of nearly \$40 million for the Community First Housing Fund (Section 4.1), Workforce Development Fund (Section 4.2), and Education Improvement Fund (Section 1.2) of the City's 2010 Disposition Development Agreement with the Developer. (Found Here: https://url.avanan.click/v2/r01/___https://drive.google.com/file/d/1nXD33mEgS1u4amg3b2f2jrK144RVgz7R/view___YXAzOnNmZHQyOmE6bzpmOWFiN2VINGlyMGI2Nzg1ZGFmNDkxMjE5MmY0Y2Y4YT03OjQyYjU6OTM1ZWE4OTAwZDI2ZWVzYjY5N2I3ODdiMWFjYjY0NjcyMGE4OTdiZDRhZTRjMjM5NzBIYzZM5N2FjMjc4OTM5ZjZp0OIQ6Tg)
- C) Guarantee Progress: Include clear penalties in the agreement when the developer does not meet development timeline dates or commitments to meet their many jobs and housing promises.

You have the power to make sure the long ignored communities of Bayview, Hunter's Point and Candlestick finally benefit from the promises made to voters in 2008, the city in 2010 and in the 10 years since Candlestick was ready to be developed after the stadium came down.

I join in urging you to vote to send the documents back to Staff to include clear accountability and transparency for immediate delivery of the long overdue jobs, housing, parks and community benefits that are owed by the developer FivePoint.

Thank you

Myrna Banks
brittonranks@gmail.com
1751 Carroll Ave, 313
San Francisco, California 94124

Jack Hain
Attorney at Law - SBN 104149
55 River Street - Suite 150
Santa Cruz, CA 95060
(831) 227-4589
Jackhain3721@gmail.com

9/15/24

via email

Commission on Community Investment and Infrastructure of the City and County of San Francisco and its Oversight Board
The Office of Community Investment and Infrastructure
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Attn: Jamie Cruz, Commission and Oversight Board Secretary
Email: commissionsecretary.ocii@sfgov.org

Re: Failure of the Commission to enforce lease rights requiring its tenant, Lennar Corporation, to repair leaking roofs over artist studios at Hunters Point Shipyard

Dear members of the Commission and Oversight Board:

This letter is prepared on behalf of a consortium of Shipyard artists with studios at Parcel B of Hunters Point Shipyard.

These artists have suffered damage and loss due to leaks in roofs in buildings 115, 116 and 125 during last winter's rains. Those roofs are in severe disrepair and get worse each year. These artists fear that these leaks may even flood them out this year. Based on their prior experience, the coming rains will, at a minimum, damage their work, disrupt their businesses, possibly irretrievably, and cause them substantial income loss.

Members of this Commission and representatives of the Lennar Corporation and its successors-in-interest have been repeatedly informed of these leaks, resulting damage

and the potential for greater damage in the future.¹ No meaningful response has ever been made to any of these communications. Instead, these artists and tenants have been left hanging for years, with the uncertain fate of their livelihoods in the balance.

The current lease agreement pertaining to these buildings requires Lennar Corporation to maintain and repair the roofs and all other aspects of these buildings.² The lease explicitly states that this duty to maintain and repair includes expenditures for capital improvements necessary to keep the buildings in good repair.³ As a result, the Commission is entitled to the immediate repair or replacement of the roofs of buildings 115, 116 and 125 along with their defective gutters and windows, making them weathertight in preparation for the coming rains. Under the terms of that lease, this work will not cost the Commission or the Shipyard artists anything. The work will, however, protect these assets from further decay and damage.

Both the Commission and the Oversight Board have a duty to protect public assets and funds under their control. **Why hasn't this Commission enforced its rights under its contract with Lennar Corporation and protected these assets and related public funds?** Enforcing those rights will also protect the rights and welfare of the artists at Hunters Point, as the Agency has promised so many times over the years.⁴

As the long delays in the Shipyard redevelopment project have demonstrated, buildings 115, 116 and 125 may continue to house their artist tenants for many years to come. There certainly is no excuse for any further failure by the Commission to demand immediate performance of the contractual repair obligations by its tenant, Lennar Corporation. Similarly, the managerial and fiduciary responsibilities of the Oversight Board require it to immediately direct the Commission to make this demand in the public

¹ See copy of one of these emails from one tenant, beginning in 2021, attached as ATTACHMENT 1.

² See Section 6.1(b) of San Francisco Redevelopment Agency's "Interim Lease" with Lennar Corporation and Sections 1(a)(i), (vi,) and (vii) of Exhibit E-2 of that same Interim Lease, attached, as ATTACHMENT 2. (For those recipients receiving this letter by email, a pdf copy of the entire Interim Lease, as amended, has been enclosed herewith.)

³ See Section 1(a)(vii) of Exhibit E-2 of the Interim Lease with the Lennar Corporation, attached as ATTACHMENT 2.

⁴ See open letter to the Shipyard Artists from the Director of the San Francisco Redevelopment Agency and the Office of Economic & Workforce Development, dated 12/1/2009, stating, at 1:1, "We are writing to strongly re-affirm our commitment to protect and support the Shipyard artists....", and at 2:1, "to ensure that all existing artists" (will not be) "displaced from the Shipyard." and at 2:2, to "ensure the continued vitality and presence of the artist community at Hunters Point Shipyard" (by providing suitable studio space.), attached as ATTACHMENT 3.

interest.⁵

Sincerely,



Jack Hain

Cc: Nancy Pelosi, U.S. House of Representatives, 11th Congressional District of California
Alex Padilla, U.S. Senator for the State of California
Laphonza Butler, U.S. Senator for the State of California
Scott Weiner, California State Senator, District 11
Matt Haney, California State Assemblyman, District 17
Phil Ting, California State Assemblyman, District 19
Shamann Walton, San Francisco Board of Supervisors, District 10
Aaron Peskin, San Francisco Board of Supervisors, District 3
London Breed, Mayor, City of San Francisco
Art Agnos, Former Mayor, City of San Francisco

⁵ At the Oversight Board meeting on 9/6/24, Commission Director, Thor Kaslofsky indicated that the above-described concerns are being "attended to" by the Commission and that they are addressed by existing lease agreements.

The Commission has no lease agreements with any occupants of buildings 115, 116 and 125 in Parcel B. The lease agreements referenced by the Director are subleases between Lennar Corporation's successor-in-interest and long-term master tenants who provide studios to other artists. These form subleases improperly attempt to shift maintenance responsibility for the roofs away from Lennar and onto the master tenants (see sublease Section 10, ATTACHMENT 4) in violation of language of the Interim Lease. This sublease provision also violates Section 15.4 of the Interim Lease by changing the conditions of the subleases of the properties used as studios by Parcel B artists (see ATTACHMENT 5.)

Since the Interim Lease prohibits provisions in subleases which conflict with its terms, those provisions of the subleases raised by the Director which attempt to shift maintenance responsibilities from Lennar Corporation are unenforceable. The question remains: Why is the Commission referencing subleases which support the interests of Lennar and derogate the interests and rights of the Commission and the artists and tenants of Parcel B?

Phil Ting, California State Assemblyman, District 19
Shamann Walton, San Francisco Board of Supervisors, District 10
Aaron Peskin, San Francisco Board of Supervisors, District 3
London Breed, Mayor, City of San Francisco
Art Agnos, Former Mayor, City of San Francisco

Parcel B artist coalition:

- Deirdre Weinberg
- Tina Heringer
- Kate Razo
- Marco Razo
- Clay Young
- Elahe Shahideh
- Caroline Crampton
- Piper Rovin
- Ishan Clemenco
- Mark Roller
- Tad Bridenthal
- Alan Mazzetti
- Lorna Kohlmeyer
- Tom Hill
- Sharon Beals
- Leslie Terzian Markoff
- Robert Cox
- Vee Mahoney
- Julian Billotte
- Ann Billotte
- Margie Burke

ATTACHMENT 1

From: Suheil Totah <Suheil.Totah@fivepoint.com>

Date: November 8, 2021 at 3:01:43 PM MST

To: Julian Billotte <caprichoframing@earthlink.net>

Cc: ry@thepointart.com, clayyoungsf@gmail.com, tad_b@mindspring.com, "Hussain, Lila (CII)" <lila.hussain@sfgov.org>, Barbara Ockel <barbara@shipyardtrust.org>, Charlene Tsutsumida <Charlene.Tsutsumida@fivepoint.com>

Subject: Re: Bldg 116 Roof

Thank you Julian. As I noted to you, the sublease provides that you are responsible for maintenance. However, I understand your concerns and I am following up on this to talk with other parties to explore a potential solution and will be back to you with an update. Suheil

On 11/4/21, 1:33 PM, "Julian Billotte" <caprichoframing@earthlink.net> wrote:

Hi Suheil,

I just wanted to follow up on our conversation last week regarding the urgent roofing needs for Bldg 116. As we discussed the problem goes far beyond maintenance and repair and thus does not fall under the aegis of the interim lease. It is imperative that this problem be dealt with in a timely manner as it is becoming a health and safety issue for the occupants of Bldg 116. As I stated in our previous conversation I am asking Five Points to assist in finding a suitable solution to this problem.

Thank you
Julian Billotte
Bldg 116
HPNS

Sent from my iPhone

ATTACHMENT 2

INTERIM LEASE

between the

THE REDEVELOPMENT AGENCY
OF THE
CITY AND COUNTY OF SAN FRANCISCO

("Agency")

and

LENNAR/BVHP, LLC
a California limited liability company
dba Lennar/BVHP Partners

("Tenant")

Dated: as of December 3, 2004

Marcia Rosen
Executive Director

SAN FRANCISCO REDEVELOPMENT AGENCY

Premises for occupancy or use by Subtenants (provided that the foregoing shall not alter Tenant's and/or Subtenant's obligation to obtain any required Regulatory Approvals and permits, including, as applicable, a building permit from the Agency, acting in its regulatory capacity), or (d) any other Construction costing Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) or less, as Indexed (collectively, "Minor Alterations"). All Construction costing in excess of Two Hundred Fifty Thousand and No/100 dollars (\$250,000) shall be referred to herein as "Major Alterations" and shall require the prior written approval of Agency, which shall not be unreasonably withheld or delayed.

5.4 Utility Services.

Tenant shall provide, maintain and operate utility services in accordance with the terms of Exhibit E-1 and Exhibit E-2, and if Agency determines that it is reasonably necessary, Tenant and Agency subsequently shall enter into a utilities agreement consistent with the standards set forth in Exhibits E-1 and E-2 (in form and substance acceptable to Agency in its sole and absolute discretion) relating to Tenant's arranging, at no cost or expense to Agency, for the provision and construction of certain on and off-site utilities necessary and appropriate to the uses and occupancy of the Premises (the "Utilities Agreement").

ARTICLE 6. REQUIRED MAINTENANCE AND REPAIR SERVICES.

6.1 Required Services.

(a) Baseline Services. Agency and Tenant agree that the Tenant shall provide to all of the Premises, and at no cost to the Agency, certain limited on-going site management, operations, security, fencing and grounds maintenance and repair services more particularly described in Exhibit E-1 attached hereto (collectively, the "Baseline Services").

(b) Active Services. In addition, Tenant shall provide to the Active Premises ongoing Sublease management, operations, utilities, maintenance and repair services described in Exhibit E-2 (collectively, the "Active Services," which together with the Baseline Services are collectively referred to as the "Required Services").

6.2 [Reserved.]

6.3 No Obligation of Agency; Waiver of Rights. Tenant shall be solely responsible for the condition, operation, repair, maintenance and management of the Premises, including any and all Improvements, from and after the Commencement Date. Agency shall have no obligation to make repairs or replacements of any kind or maintain the Premises (including the Common Area, or any other Improvements) or any portion thereof. Without limiting the foregoing, Tenant hereby waives any right to make repairs at Agency's expense as may be provided by Sections 1932(1), 1941 and 1942 of the California Civil Code, as any such provisions may from time to time be amended, replaced, or restated.

6.4 Notice. Tenant shall deliver to Agency, promptly after receipt, a copy of any notice which Tenant may receive from time to time: (i) from any governmental authority (other than Agency) having responsibility for the enforcement of any applicable Laws (including

EXHIBIT E-2 – ACTIVE SERVICES TO SUBLEASED OR OCCUPIED PREMISES

Subject to the terms and conditions of this Lease, Tenant shall provide, at no cost to Agency and at Tenant's sole cost and expense and in addition to the Baseline Services (as herein above defined) to be performed by Tenant, all labor, supervision, materials, supplies, and equipment necessary for the repair and maintenance of the Active Premises, including but not limited to the grounds, facilities, equipment and any utility infrastructure directly serving, and situated within, the Active Premises and whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen.

Without limiting the generality of the foregoing, Active Services shall include, without limitation thereto, the following:

1. SITE MANAGEMENT AND LEASING

(a) General responsibilities.

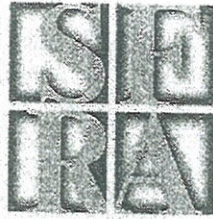
- (i) Tenant shall keep the Active Premises in good order and in a clean, and safe condition. Tenant shall be responsible for maintaining the Active Premises in the condition existing at the commencement of this Lease, reasonable wear and tear excepted (as determined by Agency).
- (ii) Take all actions consistent with this Interim Lease and in accordance with prudent business practice for the profitable operation of the Premises.
- (iii) To perform any obligations imposed by subleases or other leases relevant to the Premises.
- (iv) To enforce the terms of the subleases.
- (v) To hire, direct, employ and dismiss independent contractors and employees necessary for the maintenance and operation of the Premises. To pay all wages and other employment charges such as Social Security, workmen's compensation insurance, unemployment insurance, and taxes in accordance with the Agency's policies including, without limitation, the Agency's policies on Minimum Compensation and Health Care.
- (vi) To purchase all supplies, equipment, materials, and services for the operation of the Premises consistent within the limits imposed by this Interim Lease.
- (vii) To make all repairs and capital improvements necessary to keep the Premises in good repair within the requirements imposed by this Lease (including, without limitation thereto, Section 1(a)(i)).
- (viii) To collect all tenant rent payments due under the subleases and any other income from the Active Premises.

ATTACHMENT 3

**San Francisco
Redevelopment
Agency**

One South Van Ness Avenue
San Francisco, CA 94103

415.749.2400



GAVIN NEWSOM, Mayor

Rick Swig, Acting President
London Breed
Frances Covington
Leroy King
Darshan Singh

Fred Blackwell, Executive
Director

450 - 075.09-000

December 1, 2009

Dear Hunters Point Shipyard Artists:

Recently, questions have arisen about the commitment of the City and the Agency to provide the existing artists at the Hunters Point Shipyard with replacement studios when the existing studios are demolished in connection with the proposed redevelopment project for the Shipyard and Candlestick Point (the "Mixed-Use Project"). We are writing to strongly re-affirm our commitment to protect and support the Shipyard artists and to ensure that the Mixed-Use Project includes replacement space for existing artists. Our future vision of the Shipyard includes a Shipyard Arts District, with low-cost one-for-one replacement of existing artists' space to serve as a hub for creative and commercial artistic uses at the Shipyard. Accordingly, regardless of the existence of any relocation waivers, the City and the Agency wish to make absolutely clear that artists who lawfully occupy a Shipyard studio that is demolished will have the opportunity to move directly to new on-site space developed in conjunction with the Mixed-Use Project.

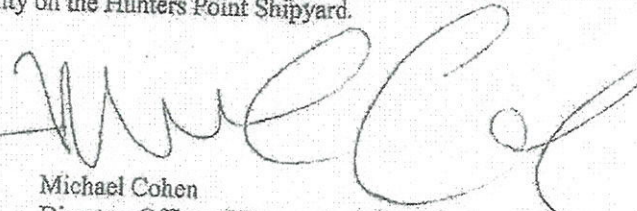
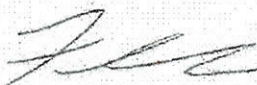
Our commitment to protecting and supporting Shipyard artists has been consistent and unwavering, starting with the Shipyard's 1997 Redevelopment Plan and continuing through the 2007 Conceptual Framework for the Mixed-Use Project endorsed by the Agency and the City's Board of Supervisors (the "Conceptual Framework") and Proposition G adopted by the voters in June 2008. The Shipyard Redevelopment Plan calls for maintaining the large community of artists and artisans on the Shipyard, providing for "flexible low-cost space, while accommodating the full diversity of arts and culture in the South Bayshore community." The Conceptual Framework calls for the creation of permanent affordable space for the existing artists at the Shipyard, phased so as to prevent displacement. And Proposition G calls for permanent affordable replacement space for the artists as part of the Mixed-Use Project.

Our commitment remains firm. In fulfillment of our relocation obligations to the existing Shipyard artists, the Disposition and Development Agreement (the "DDA") currently being negotiated for the Mixed-Use Project will include approximately 225,000 gross square feet of permanent artist studio space (the "Shipyard Artist Studios") integrated into the new development at the Shipyard. Our plan is to fulfill this requirement through the retention of Building 101 (approximately 120,000 square feet) and the construction of approximately 105,000 square feet of new studio space located near Building 101. The DDA will require

that construction be phased to ensure that *all existing artists* have the opportunity to move to the Shipyard Artist Studios without being displaced from the Shipyard.

In the coming months, we look forward to working with you directly to refine and memorialize the details of our relocation commitment in a way that ensures the continued presence and vitality of the artist community on the Hunters Point Shipyard.

Sincerely,



Fred Blackwell
Executive Director

Michael Cohen
Director, Office of Economic & Workforce Development

ATTACHMENT 4

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT (this "**Agreement**") is entered into at San Francisco, California as of the Reference Date by and between HPS Development Co., LP, a Delaware limited partnership ("**Landlord**"), and Tenant (as defined below) on all of the terms of this Agreement, to which Landlord and Tenant agree.

1. **Tenant.** Julian and Louise Billotte (the "**Tenant**").
2. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately 18,439 square feet of Building 116 (the "**Building**") in the location described in Exhibit B attached hereto (the "**Premises**") subject to the terms and conditions contained in this Agreement. The Premises are located in the former Hunters Point Shipyard in the City of San Francisco, California (the "**Shipyard**" or the "**Project**").
3. **Land.** Tenant shall have the non-exclusive right to use the land outlined on Exhibit B attached hereto (the "**Land**"). Tenant consents to the periodic alteration by Landlord of the boundaries to the Land in order to facilitate Landlord's development of the Shipyard.
4. **Master Leases.** Landlord has the authority to enter into this Agreement pursuant to (i) that certain Interim Lease dated as of December 3, 2004, by and between the Redevelopment Agency of the City and County of San Francisco (the "**Agency**") and Landlord (as amended from time to time, the "**Interim Lease**") and attached hereto as Exhibit D and (ii) that certain Lease Agreement between the United States of America and the Redevelopment Agency of The City and County of San Francisco (as amended from time to time, the "**Navy Lease**") and attached hereto as Exhibit E. This Agreement is subordinate and subject to the Interim Lease and Navy Lease and Tenant is subject to, and shall comply with, all of the terms and requirements of the Interim Lease and Navy Lease.
5. **Reference Date.** October 1, 2008 (the "**Reference Date**").
6. **Term and Termination.** The term (the "**Term**") of this Agreement shall commence on the Reference Date and, unless earlier terminated pursuant to the terms of this Agreement, continue until May 31, 2010 (the "**Monthly Continuation Date**") and thereafter continue on a month-to-month basis. Following the Monthly Continuation Date, either Landlord or Tenant may terminate this Agreement upon ~~thirtysixty~~ (3060) days' advance written notice.
7. **Use; Rules and Regulations.** Tenant may use the Premises and the Land only for occupancy by Artists (as defined in the Interim Lease) and for no other purpose. Tenant shall not use the Land, any other exterior area of the Premises or any exterior area adjacent to the Premises for storage of any type, except upon prior written approval of Landlord which Landlord may withhold in its absolute discretion and is further subject to change from time to time upon notice from Landlord to Tenant. Tenant shall observe and comply with the rules and regulations set forth in Exhibit A attached hereto and amended from time to time by Landlord. Tenant shall not cause Landlord to be in violation of any restrictions on use set forth in the Interim Lease or the Navy Lease.
8. **Rent and Other Charges.**

redevelopment will involve extensive reconstruction and rehabilitation of buildings, roadways, public facilities and improvements, all of which will produce noise, dust and inconvenience to Tenant (including road barricades). Landlord reserves the right to grant easements and rights of way in the future over, under and across the Premises, the Land and the Shipyard in connection with the foregoing activities and the performance by the United States Navy (the "Navy"), Landlord or others of their current or future obligations relating to the investigation, remediation and removal of Hazardous Materials (as defined below). Tenant acknowledges that these activities will not constitute a nuisance and shall not be a basis for rental abatement or be deemed a violation of Tenant's right to quiet enjoyment of the Premises hereunder. Tenant shall not be entitled to any compensation or damages for loss of, or interference with, Tenant's business or use or access to the Premises resulting from the activities described in this Section 9. Tenant consents to the reasonable alteration by Landlord of the boundaries to the Premises in order that they comply, in Landlord's judgment, with the development of the Shipyard. Tenant shall comply with the provisions of the Redevelopment Plan for the Shipyard (approved by the City and County of San Francisco by Ordinance No. 285-97) and all its implementing documents, including all the Plan Documents (as defined in the Hunters Point Shipyard Interagency Cooperation Agreement, a copy of which is on file in Landlord's offices at the Shipyard and available for Tenant's review).

(b) Waiver of Relocation Rights. As a material and substantial part of the consideration for Landlord's entry into this Agreement, Tenant expressly waives any right to receive benefits under the Federal or State Uniform Relocation Assistance Acts (42 U.S.C. § 4601, et seq., and California Government Code § 7260, et seq.), and any and all other Federal, State or local laws, ordinances or regulations, which may now or hereafter arise, or to which Tenant may now or hereafter be entitled as a result of Tenant's use or possession of the Premises, including without limitation, those which may arise as a result of the amendment of the Redevelopment Plan for the Shipyard or the anticipated rehabilitation of the Shipyard in accordance with the Plan Documents. Furthermore, Tenant shall add the foregoing sentence to all of its Subleases and shall collect waivers from all existing subtenants, which include the foregoing sentence. Tenant shall deliver such waivers within thirty (30) days following the execution and delivery of this Agreement.

10. Maintenance and Repair.

(a) Landlord's Obligations. It is intended by the parties hereto that Landlord have no obligation, in any manner whatsoever, to pay for or perform any repair or maintenance of the Premises, the Land, the improvements located thereon, or the equipment therein, whether structural or non-structural, all of which obligations are intended to be that of Tenant. It is the intention of Landlord and Tenant that the terms of this Agreement govern their respective obligations as to maintenance and repair of the Premises and the Land. Tenant expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Agreement with respect to, or which affords Tenant the right to make repairs at the expense of Landlord or to terminate this Agreement by reason of any needed repairs.

(b) Tenant's Maintenance and Repair Obligations. Tenant shall be solely responsible for all maintenance and repair of the Premises during the Term and shall be fully responsible for any damage occurring from the use of the Premises. Landlord shall not be obligated for any

costs or expenses whatsoever regarding the Premises or the Land, except as otherwise expressly set forth herein. Tenant shall at all times and at Tenant's sole cost and expense, keep, maintain, clean, repair, preserve, and replace, in a condition equivalent to the condition existing at the Reference Date (i) the Premises and other improvements on the Premises including, without limitation, all personal property, all equipment and fixtures, all tenant improvements, utility meters, pipes and conduits, and all other plumbing, electrical and mechanical systems and wiring, all sprinkler, heating, ventilating and air conditioning systems, all fixtures, furniture and equipment, Tenant's storefront and signs, locks, closing devices, security devices, windows, window sashes, casements and frames, floors and floor coverings, shelving, restrooms, doors, including roll-up and sliding doors, loading docks, ceilings, skylights, interior walls, including load-bearing portions of interior walls, exterior ramps, and any alterations, additions and other property in good condition and repair; and (ii) the Building shell and other structural portions of the Building (including the roof, exterior walls and foundation), any and all landscaping and other maintenance in and around the Building, the parking areas serving the Premises, and any and all other necessary, customary and/or standard maintenance and repair to the Building, as and when necessary, and in accordance with prudent building management practices. Tenant shall replace, at its expense, any and all plate and other glass in and about the Premises which is damaged or broken from any cause whatsoever except due to the gross negligence or willful misconduct of Landlord, its agents or employees. Such maintenance and repairs shall be performed with due diligence, lien-free and in a good and workmanlike manner, by licensed contractor(s) which are selected by Tenant and approved by Landlord, which approval Landlord shall not unreasonably withhold or delay. Landlord shall have no obligation under this Agreement to alter, remodel, improve, repair, maintain, renovate, redecorate or paint all or any part of the Premises.

11. Refuse and Pest Control.

(a) Refuse, Sewage. Tenant agrees not to keep any trash, garbage, waste or other refuse on the Premises or the Land except in sanitary containers and agrees to regularly and frequently remove same from the Premises and the Land. Tenant shall keep all containers or other equipment used for storage of such materials inside the Premises and in a clean and sanitary condition. Tenant shall properly dispose of all sanitary sewage and shall not use the sewage disposal system, whether connected to the proposed temporary restroom or otherwise, for the disposal of anything except sanitary sewage. Tenant shall keep the sewage disposal system free of all obstructions and in good operating condition. If the volume of Tenant's trash becomes excessive in Landlord's judgment, Landlord shall have the right to charge Tenant for additional trash disposal services and/or to require that Tenant contract directly for additional trash disposal services at Tenant's sole cost and expense.

(b) Pest Control. Tenant shall, at its own cost, retain a licensed, bonded professional pest and sanitation control service to perform inspections of the Premises not less frequently than once every three (3) months for the purpose of eliminating infestation by, and controlling the presence of, insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. Such work shall be performed pursuant to a written contract, a copy of which shall be delivered to Landlord by Tenant upon Landlord's request.

ATTACHMENT 5

of this Lease with respect to all activities performed, omitted or that occur in connection with the Buildings, the tenants and occupants of the Buildings, together with the employees, contractors, agents, guests and invitees of the tenants or occupants of the Buildings, including, without limitation, the occupation, use, and vacating of such Buildings and any other Losses of any kind arising from Tenant's failure to have executed Subleases with the tenants of Buildings 101, 110, 808 and 916 as of the Commencement Date. Tenant's foregoing indemnity shall include the payment by Tenant of all costs and expenses (as determined by Agency in its sole discretion) incurred by Agency or that arise in connection with relocating any occupant(s) of such Buildings, including without limitation all relocation claims made by occupants who have not waived their relocation rights. Agency's costs will include any associated staff costs whether or not included in the budgeted costs for Phase I. Though Tenant shall endeavor in good faith to enter into Subleases with the current tenants of Buildings 808 and 916, Tenant has no obligation to enter into any Sublease with the current tenants of Buildings 808 and 916, nor is Tenant obligated to ensure the continuing occupancy of Building 808 or Building 916.

15.4 Artists' Subleases.

Tenant shall not cause any Artists to be relocated from buildings 101 and 110, or from any other Premises on the Shipyard, that are lawfully occupied by Artists pursuant to leases or subleases as of the date of this Agreement (except as set forth in Section 13.4 above) or cause the Artists' rent for such space to increase. On or before the conveyance by the Navy of the Premises to Agency, the Navy shall terminate all of its leases on the Premises, and Tenant shall (to the extent not otherwise prohibited by law) enter into new Subleases with those artists who were tenants under the leases terminated by the Navy (each an "Artist" and more than one such Artist, collectively, the "Artists"). The new Subleases for the Artists in Buildings 101 and 110, located on Parcel A of the Shipyard, or in any other Premises on the Shipyard that are lawfully occupied by Artists pursuant to leases or subleases as of the date of this Agreement, shall contain the same economic terms and conditions as existed under the corresponding leases or Subleases with or through the Navy. Pursuant to the terms of Subleases entered into prior to Tenant's commencement of construction on Parcel B that requires the relocation of Artists from Buildings 103 or 104, Tenant will provide space in Parcel A for the Artists in Buildings 103 and 104, located on Parcel B of the Shipyard. Notwithstanding the foregoing provisions of this Section 15.4, all Subleases shall contain provisions that require all Subtenants, including, without limitation, Artists, to waive any and all relocation rights.

15.5 Non-Disturbance of Subtenants, Attornment, Sublease Provisions.

(a) Conditions for Non-Disturbance Agreements. From time to time upon the request of Tenant, Agency shall enter into agreements with Subtenants providing generally, with regard to a given Sublease, that in the event of any termination of this Lease, Agency will not terminate or otherwise disturb the rights of the Subtenant under such Sublease, but will instead honor such Sublease as if such agreement had been entered into directly between Agency and such Subtenant ("Non-Disturbance Agreements"). All Non-Disturbance Agreements shall comply with the provisions of this Section 15.5(a) and of Section 15.5(b). Agency shall provide a Non-Disturbance Agreement to a Subtenant if all of the following conditions are satisfied: (i) the performance by Tenant of its obligations under such Sublease will not cause an Event of Default to occur under this Lease; (ii) the term of the Sublease, including options, does not

From: [William Jenkins IV](#)
To: [OCII, CommissionSecretary \(CII\)](#)
Subject: Candlestick Jobs Housing Parks & Community Process NOW!
Date: Friday, September 13, 2024 11:58:21 AM

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OCII Commissioners Jaimie Cruz,

In 2008, Lennar FivePoint promised to build over 7,000 housing units of desperately-needed housing on public land at Candlestick Point by 2022. As of today, they've only built 337 units, changed the timeline and broken promises to develop 3 times since 2008.

Now, the Developer is pushing City Hall to approve a new agreement to double the funding (to \$6 billion) and timeline (30 years) with no accountability to deliver the promised living wage jobs, affordable housing, parks or other promised benefits.

I join in urging you to require Lennar FivePoint to commit to the following before any new approvals:

- 1) Finish their promises for parks, affordable housing, and roads at Alice Griffith and South Candlestick due NOW;
- 2) Invest in the promised benefits, training and local hire for the current and displaced community; and
- 3) Complete a real community process to decide if and how more than doubling the office space benefits and doesn't displace more of the Bayview, Candlestick and Hunters Point communities.

Thank you for your support.

William
California

