EXECUTIVE SUMMARY

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco (the “Successor Agency”) submits its Long Range Property Management Plan (“PMP”) for the disposition of real property in the Hunters Point Shipyard/Candlestick Point Redevelopment Project (the “Project”). The Project is comprised of two adjacent areas – the Hunters Point Shipyard and Candlestick Point. The portion of the Project on Hunters Point Shipyard is referred to herein as the “Shipyard,” and the portion of the Project on Candlestick Point is referred to herein as “Candlestick” (together, the “Property”).

The Shipyard, a former federal naval base, and Candlestick, which contains various vacant lands and the soon-to-be-vacated Candlestick Park, are together the largest undeveloped acreage in San Francisco. The Project is the subject of two disposition and development agreements that call for about 12,000 new residential units (of which about 32% will be affordable), office space, regional and community-serving retail space, more than 350 acres of parks and open spaces, community facilities, and significant infrastructure improvements, including new roadways, utilities, and pedestrian walkways. The disposition of the Property is required under enforceable obligations, as defined in Section 34171 (d) (1) of the California Health and Safety Code and in a Final and Conclusive Determination by the Department of Finance (“DOF”) under Section 34177.5 (i).

The development of the Shipyard is divided into two phases:

- Phase 1 covers approximately 75 acres and is commonly known as “Hilltop” and “Hillside.” The Phase 1 Property used to be owned by the U.S. Navy (the “Navy”), but is now jointly owned by the Successor Agency and a private developer, HPS Development Co., LP, (the “Phase 1 Developer”) which is currently constructing the infrastructure improvements under a disposition and development agreement (the “Phase 1 DDA”).

- Phase 2 covers more than 700 acres at the Shipyard and at Candlestick. The Phase 2 Shipyard Property is owned by the Navy) and the Phase 2 Candlestick Property is mostly owned by the City and County of San Francisco (the “City”), the State of California (the “State”) and various private land owners. Phase 2 is governed by a second disposition and development agreement (the “Phase 2 DDA”) with a second, but affiliated private developer. CP Development Co., LP, (the “Phase 2 Developer”). The Phase 1 Developer and the Phase 2 Developer are sometimes referred to in this PMP, individually or collectively as the context requires, as the “Developer.”

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1 All future statutory references are to the California Health and Safety Code unless otherwise noted.
The Phase 1 and Phase 2 DDAs (individually or collectively as the context requires, the “DDAs”) require that (1) the Successor Agency acquire land in the Project in phases from the Navy after the Navy cleans up the land, which has been designated a “Superfund” site under the federal Comprehensive Environmental Response, Compensation and Liability Act, and from the State and the City in connection with development, (2) the Successor Agency acquire additional land from the State of California and the City and County of San Francisco, and engage in certain property exchanges to assemble necessary land for the Project, (3) the Successor Agency transfer land to the Developer over time, in phases, for development consistent with the approved land use plan, (4) the Developer acquire, or use good faith efforts to acquire, certain private property within the project area (the “Private Parcels”) for development consistent with the approved land use plan, (5) the Successor Agency use the tax increment it has committed to the Project for the development of infrastructure, affordable housing and other Project costs.

The Property subject to this PMP includes property in Phase 1 and Phase 2 and is comprised of (1) property the Successor Agency owns or will own in the future and convey to the Developer for private development (i.e., residential and commercial) (the “Developer Property”), (2) property the Successor Agency owns or will own to develop affordable housing (the “Affordable Housing Parcels”), (3) property the Successor Agency owns or will own to develop public parks and open space (the “Park Parcels”), (4) property the Successor Agency owns or will own to develop public streets and transportation networks (the “Street Parcels”), and (5) property the Successor Agency owns or will own to develop community-serving uses (the “Community Facility Parcels”).

Under its enforceable obligations for the Project, the Successor Agency assembles most of the land for the project (except for certain privately owned parcels to be acquired directly by the Developer), and then must transfer property to the Developer for the private development, and retain the Affordable Housing Parcels, the Park Parcels, the Street Parcels and the Community Facilities Parcels (collectively, the “Public Property”) and ensure they are developed with these public uses consistent with the DDAs. In addition, the Successor Agency has obligations under state law to ensure that certain “public trust land” are developed and used for purposes consistent with the public trust. The Successor Agency may either transfer the entirety of a Sub-Phase to the Developer for horizontal development, with an obligation by the Developer to transfer back the Public Property once the streets and lots are completed, or the Successor Agency may retain all of the Public Property in a Sub-Phase and allow the Developer to access the Public Property as required to complete the streets and lots.

The Successor Agency submits the following disposition plan pursuant to Redevelopment Dissolution Law for the Property:

- **Land Assembly.** Acquire the property in Phase 2 from the Navy once the properties have been remediated to their intended land use per the enforceable obligations for the Project and from the City and the State as needed in connection with the development of the Project, and then transfer them in accordance with the DDAs (with other assembled land from the City and the State) to the Developer for development. The transfer dates are expected to occur between 2016 and 2039.
• **Affordable Housing Parcels.** Acquire\(^3\) and retain Affordable Housing Parcels in Phase 1 and acquire and retain\(^4\) Affordable Housing Parcels in Phase 2 to fulfill the Successor Agency’s enforceable obligations under the DDAs to develop the Affordable Housing Parcels. The Successor Agency intends to provide the affordable housing developer for each Affordable Housing Parcel with a ground lease to provide site access to construct the affordable housing, as well as apply long term affordability restrictions to the project. Upon completion of each specific vertical development, the land and the vertical housing project will be transferred to the City as the Housing Successor Agency, as required under Redevelopment Dissolution Law. In the case of the Affordable Housing Parcels and vertical housing projects associated with the Alice Griffith Public Housing Replacement Project, the Successor Agency will transfer these parcels and projects to the San Francisco Housing Authority ("SFHA") for a governmental purpose, pursuant to the Project’s enforceable obligations. The estimated transfer dates are between 2018 and 2039.

• **Park Parcels.** Retain Park Parcels in Phase 1 and acquire and retain Park Parcels in Phase 2 to fulfill the Successor Agency’s enforceable obligations under the DDAs to ensure the Developer completes the park improvements on the Park Parcels. U.S. Department of Commerce’s Economic Development Administration ("EDA") grant funds were used in 2011 to construct a community facility building within a Phase 1 park. The building is part of the park’s program. The Successor Agency has an enforceable obligation to ensure the Park Parcels are developed and maintained consistent with the DDA’s park designs, the EDA grant, are financially self-sustaining, and to use the funding from the parks operations community facility district set up for this purpose. Upon completion of each specific “major phase and sub phase” of development, the finished interlocking Park Parcels will be transferred to the City for a governmental purpose; provided, however, that if the Park Parcels are subject to the Public Trust, the transfers shall be approved by the State Lands Commission under SB 792; and provided further if the Park Parcels are subject to the Phase 2 DDA, the transfer shall not materially adversely impair the Developer’s or a Vertical Developer’s performance under the Phase 2 DDA. The estimated transfer dates are between 2020 and 2039.

• **Street Parcels.** Retain Street Parcels in Phase 1 and acquire and retain Street Parcels in Phase 2 to fulfill the Successor Agency’s obligations under the DDAs to ensure the Developer completes the street improvements on the Street Parcels. The DDAs include an Acquisition Agreement under which the Developer will construct, and the City will accept, infrastructure which includes but is not limited to utilities, roads, sidewalks, street furniture, and components of transportation systems. Upon completion of each specific “major phase and sub phase” of development, the finished Street Parcels will be transferred to the City for a governmental purpose consistent with the requirements for

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\(^3\) One additional Affordable Housing Parcel in Phase 1 (Block 49) will be acquired from the Developer in the future. This transaction is described in more detail in Attachment C.

\(^4\) All references in this PMP to the Successor Agency’s “retention” of property include the possibility of transfer to the Developer with a mandated transfer back to the Successor Agency when the Developer completes the streets, infrastructure, mapping, and lots, i.e., after the Developer has completed all horizontal obligations.
acquisition and payment of Street Parcels in the DDAs. The estimated transfer dates are between 2015 and 2039.

- **Community Facilities Parcels**
  - **Vacant Land.** Retain the vacant land in Phase 1, and acquire and retain additional raw land in Phase 2, all of which has been designated for community facilities (including but not limited to school and fire station properties). Upon completion of each specific “major phase and sub phase” of development, these Community Facilities Parcels will be transferred to the City as finished developable lots for future development potentially with a community development corporation, community land trust, public entity, or not for-profit organization with the requirement that the City facilitate the timely development of these facilities in a manner consistent with the DDAs. The estimated transfer dates are between 2015 and 2039.

  - **Artist Studios.** Retain Building 101, and acquire and retain a new artist studio building (the “Artist Replacement Building”), both of which have been designated as permanent artist studio space to ensure the Developer completes the Artist Replacement Building and the permanent infrastructure serving both buildings. Upon completion of the Developer’s obligations (and once artists have moved into the Artist Replacement Building), these Artist Replacement Buildings will be transferred to the City to ensure continued affordability of the Artist Studios as required by the Phase 2 DDA. The estimated transfer dates are between 2015 and 2022.

  - **Building 813.** Acquire and rehabilitate Building 813 as described in the Phase 2 DDA. Upon the completion of the Developer’s obligation to construct infrastructure to serve the building, Building 813 will be transferred to the City so that the City may oversee the development of a center for the incubation of emerging businesses and technologies. The estimated transfer dates are between 2014 and 2026.

The Successor Agency also leases a number of buildings from the Navy for temporary facilities (i.e., artist studios, storage/construction staging, and for the San Francisco Police Department (the “Temporary Facilities”). The Successor Agency will continue leasing the Temporary Facilities until the applicable land is conveyed to the Developer for development as described above. Lease terminations are expected to occur between 2016 and 2021.

Under the DDA, the Agency is prohibited from transferring Property where the transfer would materially and adversely impair Developer’s (or any “Vertical Developer’s”) performance under the DDA. Accordingly, the foregoing is subject to Developer’s (and any Vertical Developer’s) rights under the DDA.

**BACKGROUND**

For decades, the Navy operated a large naval facility at the Shipyard. At its peak, the Shipyard employed 17,000 civilian and military personnel, many of whom lived in the adjacent
neighborhood. But by 1974, the Shipyard had outlived its usefulness as a naval facility and was closed. The state legislature\(^5\) has described the Project in these terms:

“Together, [the Shipyard and Candlestick Point] comprise approximately 760 acres and make up the largest area of underused land in the city. The shipyard, once a source of economic opportunity for the surrounding Bayview-Hunters Point community, has stood dilapidated and abandoned for over 30 years and now stands as a barrier to public health, open space, and the waterfront, and remains a blight on one of San Francisco’s poorest communities. The revitalization of Candlestick Point has been contemplated for over 10 years to create much needed economic and public benefits, affordable housing for Bayview Hunters Point residents, and other tangible benefits to the Bayview Hunters Point community. The stadium at Candlestick Point is nearing the end of its useful life and is in need of replacement, the nearby public housing development at Alice Griffith requires a complete rebuilding, and the restoration and improvement of the adjoining state recreation area has been a long-time goal of the state, the city, and the Bayview Hunters Point community.”

In the summer of 1997, the City designated the Shipyard as a redevelopment project area (amending it in August 2010) and approved the Shipyard Redevelopment Plan (the Candlestick Point portion of the Project is subject to a separate but related redevelopment plan called the Bayview Hunters Point Redevelopment Plan). Pursuant to Section 33492.9 of the California Health and Safety Code specific to the redevelopment of former military installations, the Shipyard’s Redevelopment Plan expires in 2042. In 1991, the U.S. Congress passed legislation that ordered the Navy to convey its land at no cost to the City or its designated local reuse authority, pursuant to a to-be-negotiated conveyance agreement (“Conveyance Agreement”). Concurrently, the City designated the former San Francisco Redevelopment Agency (the “SFRA”) as its local reuse authority and directed it to accept the Navy’s property. The following briefly describes each enforceable obligation for the Project that stemmed from these actions:

1. **The Conveyance Agreement.** In April 2004, the SFRA’s Commission approved the Conveyance Agreement with the Navy, which established a framework and orderly process for the SFRA to receive remediated land from the Navy in phases. Under the Conveyance Agreement, the Navy must complete the environmental remediation of its land (which has been designated a federal “Superfund” site) to a level consistent with the intended re-use of the property. Once the environmental remediation is complete, the Navy must transfer the property to the SFRA (now the Successor Agency). To date, 75 acres of land has been transferred to the Successor Agency (“Phase 1”) under the Conveyance Agreement in 2004. The Developer is required to provide property management services for the Phase 1 Property that the Successor Agency currently owns and certain property that the Successor Agency currently leases from the Navy under a lease with the Successor Agency (the “Interim Lease”).

\(^5\) Statutes 2009, Chapter 203, § 1 (f) (granting to the San Francisco Redevelopment Agency the state’s interest in public trust lands at the Shipyard and Candlestick Point)
2. **Hunters Point Shipyard Redevelopment Plan (the “HPS Plan”).** In 1997, the SFRA Commission and the City’s Board of Supervisors approved the HPS Plan for the Shipyard (it was amended in 2010). Among other things, the HPS Plan identifies uses for property identified in the DDAs and includes a list of public improvements and public facilities, attached as Attachment B (“Authorized Public Improvements”) to the HPS Plan. (See Section III.I (Public Improvements and Public Facilities) of the HPSY Plan). Under the HPS Plan, the list of Authorized Public Improvements includes projects and facilities that are to be developed and/or rehabilitated (as the case may be) under the HPS Plan and the DDAs. (The Redevelopment Plan for the Bayview-Hunters Point Redevelopment Project Area, as amended, also identifies projects considered public improvements.)

3. **The Phase 1 DDA.** In December 2003, the SFRA Commission approved the Phase 1 DDA with the Phase 1 Developer for 75 acres at the Shipyard. Under the Phase 1 DDA, the SFRA is required to (1) transfer all the land designated for private uses to the Phase 1 Developer, and (2) retain all the land designated for affordable housing, parks, and community facilities. Under the Phase 1 DDA, the Developer is required to finance and build the horizontal improvements and some of the public uses (i.e., parks) and to transfer land on which private residential and commercial uses are to be constructed by Vertical Developers. The SFRA (and now the Successor Agency) is required to finance and build the affordable housing and assist with financing the rest of the community facilities. More information about the Phase 1 DDA, along with specific excerpts detailing the Successor Agency’s enforceable obligations, can be found in Attachment C.

4. **Other Conveyance Agreements.** In October 2009, the state legislature approved Senate Bill 792 (2009 Statutes, Chapter 203) (“SB 792”), which allowed land owned by the State Department of Parks and Recreation (“State Parks”) at Candlestick to be improved and reconfigured as part of the Project. It permits the exchange of certain public trust lands and the reconfiguration and improvement of the Candlestick Point State Recreation Area, a currently under-resourced public open space owned by State Parks. In furtherance of SB 792, land exchange agreements were executed in 2010-2011 between the SFRA (now the Successor Agency) and State Parks (the “State Parks Agreement”) and the State Lands Commission (the “Trust Exchange Agreement”). In addition, as part of the approval of the Project and as approved by the City’s voters under Proposition G, SFRA (now the Successor Agency) and the City, acting through its Parks and Recreation Department entered into a “City Land Transfer Agreement” related to the land on which Candlestick Park currently stands. The Developer is a third party beneficiary of the City Land Transfer Agreement. These agreements are sometimes referred to herein as the “Other Conveyance Agreements”, which require the Successor Agency to accept title to land owned by State Lands, State Park, and the City in furtherance of the Project.

5. **The Phase 2 DDA.** In June 2010, the SFRA Commission approved the Phase 2 DDA with the Phase 2 Developer for the Phase 2 Property at the Shipyard and Candlestick. More information about the Phase 2 DDA, along with specific excerpts detailing the Successor Agency’s enforceable obligations, can be found in Attachment C.
The Phase 1 and 2 DDAs, together with a number of related binding agreements attached to or referenced in the text of both DDAs, establish a comprehensive set of enforceable obligations that collectively govern the completion of the Project. The Phase 1 and 2 DDAs remain in effect until the Project is complete or until the applicable redevelopment plan has expired, whichever is earlier. On December 14, 2012, the Department of Finance issued a Final and Conclusive Determination that the DDAs were enforceable obligations.6

More information about these enforceable obligations, including the provisions that relate to the Developer Property, the Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels, is contained in Attachment C.

**LONG RANGE PROPERTY MANAGEMENT PLAN**

The Project’s Property and various uses are generally described on Attachment A (DOF Tracking Sheet for the Project and Attachment B (Map of Property).

**Date of Acquisition**

See Attachment A for anticipated acquisition dates for the Developer, the Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels. Also, see Attachment A for the lease start dates for the Successor Agency’s leasehold interests in the Temporary Facilities.

**Value of Property at Time of Acquisition**

See Attachment A for the estimated acquisition values for the Developer Property, the Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels. Also, see Attachment A for the acquisition values for the Successor Agency’s leasehold interests in the Temporary Facilities.

**Estimate of the Current Value**

See Attachment A for estimated current values for the Developer Property, the Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels. Also, see Attachment A for the estimated current values for the Successor Agency’s leasehold interests in the Temporary Facilities. The source of these values is appraisals.

**Purpose for which the Property was Acquired**

Revitalizing the Shipyard, and Candlestick, is one of the City’s highest priorities, as this area – part of the Bayview-Hunters Point neighborhood – has suffered economically ever since the federal naval base was closed in 1974. Toward that end, federal, state and local entities have executed the various binding legal documents mentioned in this PMP (including the Phase 1

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6 See footnote 2, above.
DDA and the Phase 2 DDA) all of which are designed to redevelop feasibly and comprehensively the largest area of under-utilized land in San Francisco.

The Developer Property will be acquired from the Navy for the purposes of transferring them to the Developer for the development included in the Project, pursuant to the Phase 1 and Phase 2 DDAs.

The Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels (again collectively, the “Public Property”) all were, and shall be, acquired for the purposes of constructing the various affordable housing and public uses at the Project, pursuant to the Phase 1 and Phase 2 DDAs.

The Temporary Facilities were leased to provide temporary facilities for artists and public safety personnel until permanent facilities were built. The Developer is building permanent facilities for the artists and the City is building permanent facilities for the public safety personnel off-site. The Temporary Facilities were also leased for storage and construction staging purposes.

**Address/Location**

See Attachment A for the specific addresses for the Developer Property, the Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels. Also, see Attachment A for the specific addresses for the Successor Agency’s leasehold interest in the Temporary Facilities. A map of all these parcels is attached as Attachment B.

**Lot Size**

See Attachment A for the estimated lot sizes for the Developer Property, the Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels. Also, see Attachment A for the lot sizes for the Successor Agency’s leasehold interest in the Temporary Facilities. A map of all these parcels is attached as Attachment B.

**Current Zoning**

The zoning or land uses for the Project are codified in the Shipyard Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan. Since all the land in the Project is being assembled and reconfigured, the land uses described in the two redevelopment plans are under an umbrella of land use districts. Each land use district has a range of allowed uses to allow for a mixed use community to develop over time. As such, each land use district has portions of land that allows for residential, retail, and commercial uses, and in some cases office, multi-media/digital arts, and or industrial uses (i.e. Private Lands and Affordable Housing). Each land use district also has portions of land set aside for recreation/park, civic/community facility, arts/cultural, public safety, educational, and social services uses (i.e. Community Facilities, Parks, and Streets). Some of the lands (i.e. Parks and Streets) are subject to the State public trust and must be used for purposes of commerce, navigation, and fisheries, and for other public trust purposes, subject to SB 792.
Estimate of the Current Value (Including Appraisal Information)

See Attachment A for estimated current values for the Developer Property (Buildings 808), the Affordable Housing Parcels, the Park Parcels, the Street Parcels, and the Community Facilities Parcels. Also, see Attachment A for the estimated current values for the Successor Agency’s leasehold interests in the Temporary Facilities. The source of these values is appraisals.

Estimate of Revenues Generated (Including Contractual Requirements for Use of Funds)

The Interim Lease covers portions of the Phase 1 Property that the Successor Agency currently owns and certain property that the Successor Agency currently leases from the Navy and allows the Developer to sublease certain buildings (indirectly) to about 300 subtenants. The Interim Lease is anticipated to remain in effect until the leased premises are transferred to Developer, the DDA terminates as to the leased premises without transfer or Developer’s obligations for the leased premises are satisfied. The revenue generated by the Successor Agency under the Interim Lease currently covers only the basic costs of managing these buildings, but not capital costs. Any future revenues generated by the Successor Agency will be used for deferred maintenance and capital repairs, as required under the Interim Lease.

History of Environmental Contamination, Studies, Remediation Efforts

As mentioned, the Shipyard has been designated as a “Superfund” site by the U.S. Environmental Protection Agency (“EPA”). Significant hazardous materials exist at the Shipyard, resulting from the activities of the Navy and its contractors and tenants during the decades between 1940 and 1986. In 1992, the Navy, EPA and the State executed an agreement that required the Navy to investigate and remediate hazardous materials at the Shipyard according to a specified process and schedule. In October 2004, various state and federal regulatory bodies deemed the Phase 1 Property at the Shipyard remediated for its intended land uses, and authorized the transfer of Phase 1 from the Navy to the SFRA.

The Navy continues to remediate other areas of the Shipyard, under the supervision of various federal, state and local agencies. The Navy has completed numerous specific reports and analyses for areas of potential contamination on the Shipyard. Based on those reports, specific cleanup plans have been developed and many have already been completed. After specific cleanup actions are finished, additional confirmatory testing is done to ensure the cleanup was effective and the Shipyard Phase 1 Property can be used safely.

To date, the Navy has spent or obligated more than $850 million on the cleanup of the Shipyard. The types of contamination that are being remediated by the Navy include but are not limited to, contaminated groundwater, soil based volatile organic compounds, low-level radiological materials, naturally occurring asbestos, abrasive blast material, naturally occurring metals, lead-based paint, mercury, arsenic, iron, manganese, nickel, and PCB’s.

A final environmental impact report (“Phase 1 EIR”) pursuant to the California Environmental Quality Act, or CEQA, was completed for the Phase 1 Project and certified by the San Francisco Planning Commission and the SFRA Commission in February 2000. In addition a, final
environmental impact report (“Phase 2 EIR”) pursuant to CEQA, was completed for the Phase 2 Project and certified by the San Francisco Planning Commission in June 2010. (Acting on an appeal of the Planning Commission decision, the San Francisco Board of Supervisors upheld the certification of the Final EIR in July 2010.) In addition, certain components of the Project have been reviewed under the National Environmental Protection Act (“NEPA”), including the Alice Griffith Parcels.

Potential for Transit-Oriented Development; Advancement of Planning Objectives

In 2010 the Association of Bay Area Governments, or ABAG, designated the Project as a “Priority Development Area” or PDA. The PDA designation is one way that ABAG encourages future growth near transit and in the existing communities that surround the San Francisco Bay. To be eligible to become a PDA, an area has to be within an existing community, near existing or planned fixed transit or served by comparable bus service, and planned for more housing. The Project is surrounded by some of the region’s most important transportation infrastructure (i.e., Caltrain, BART, Interstate 280, Highway 101, Muni light rail, etc.). However, a major planning objective of the Project’s Shipyard Redevelopment Plan, the Bayview Hunters Point Redevelopment Plan and other planning documents is to better link residents to transportation networks so they have better access to jobs, healthcare services, and other critical community services. As such, transportation improvements in the Project focus on creating a multi-modal system of streets, transit facilities, pedestrian paths, and dedicated bicycle lanes to link the Project to the transportation infrastructure that exists beyond the Project’s borders. Infrastructure improvements are designed to give priority to buses (i.e., exclusive transit right-of-ways and transit signal priority) and there will be dedicated bike lanes and roadways, paving, landscaping and lighting improvements designed for sustainability and expansion flexibility.

Some of the other specific ways the Project is a “transit-oriented” development include (1) its compact land use pattern organized around rapid/express bus service, (2) dedicated bike paths to attract both commuter and recreational users, (3) a fine-grained street grid which is linked to the surrounding City grid and built to the City’s “better streets” standards to promote walking, (4) a high jobs/housing ratio, meaning a mix of employment, retail, entertainment and community uses within walking distance of homes, (5) pedestrian upgrades to plazas and rail-stop waiting areas, (6) the reconfiguration of local truck routes to decrease conflicts with light-rail, buses, cars, bikes and pedestrians, and (7) a specialized transportation demand management program which will use programs (such as mandatory transit passes for each household), incentives (such as free car share parking) and amenities (such as showers in all commercial buildings) to encourage alternative modes of transportation.

One of the specific components of the Project that will benefit from these transportation improvements is the Alice Griffith Replacement Project, which was awarded a Choice Neighborhoods Initiative Implementation (“CNI”) grant of $30.5 million in 2011 from the U.S. Department of Housing and Urban Development (“HUD”). The CNI program supports locally driven strategies to address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation. The Alice Griffith Replacement in the Project fulfills the planning objectives of the CNI program by replacing a distressed public housing project with a network of low-rise buildings situated around a central

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park. Furthermore, the development of all of the Affordable Housing Parcels fulfills the planning objectives contained in the Bayview Hunters Point and Shipyard Redevelopment Plans, the City’s General Plan and the Housing Element, all of which identify a need for permanently affordable housing.

History of Previous Development and Leasing Proposals

In 1997, the City designated the Shipyard as a redevelopment project area and approved the Shipyard Redevelopment Plan, which served as the guiding framework for the development initiatives and agreements that followed (i.e., the Phase 1 DDA and the Phase 2 DDA). In 1998, the SFRA issued a Request for Qualifications and five proposals to redevelop the Shipyard were received. Three development teams were interviewed and Lennar/BVHP, LLC was selected as the Developer. The Phase 1 Developer and the Phase 2 Developer are the successors to Lennar/BVHP, LLC.

Disposition of the Property

Based on the foregoing, and the information contained in Attachment D, the Successor Agency submits the following disposition plan pursuant to Redevelopment Dissolution Law for the Property:

- **Land Assembly.** Acquire the property in the Project under the Conveyance Agreement from the Navy once they have been remediated to their intended land use per enforceable obligations for the Project and under the Other Conveyance Agreements from the City and the State as needed in connection with the development of the Project, and then transfer these parcels to the Developer for development pursuant to the Phase 2 DDA enforceable obligations. The estimated transfer dates are expected to occur between 2016 and 2033.

- **Affordable Housing Parcels.** Acquire and retain Affordable Housing Parcels in Phase 1 and acquire and retain Affordable Housing Parcels in Phase 2 to fulfill the Successor Agency’s enforceable obligations under the DDAs to fund and develop the Affordable Housing Parcels. The Successor Agency intends to provide the affordable housing developer for each Affordable Housing Parcel with a ground lease to provide site access to construct the affordable housing, as well as apply long-term affordability restrictions to the project. Upon completion of each specific development, the property and ground lease will be transferred to the City as the Housing Successor Agency, as required under Redevelopment Dissolution Law. In the case of the Affordable Housing Parcels associated with the Alice Griffith Public Housing Replacement Project, the Successor Agency will transfer these parcels to the SFHA for a governmental purpose, pursuant to Shipyard enforceable obligations [and subject to the approval of the Developer pursuant to the DDAs].

- **Park Parcels.** Retain Park Parcels in Phase 1 and acquire and retain Park Parcels in Phase 2 to fulfill the Successor Agency’s enforceable obligations under the DDAs to ensure the Developer completes the park improvements on the Park Parcels. The Successor Agency has an enforceable obligation to ensure the Park Parcels are developed and maintained...
consistent with the DDA’s park designs, the EDA grant, are financially self-sustaining, and to use the funding from the parks operations community facility district set up for this purpose. Upon completion of each specific “major phase and sub phase” of development, the finished interlocking Park Parcels will be transferred to the City for a governmental purpose provided, however, that if the Park Parcels are subject to the Public Trust, the transfers shall be approved by the State Lands Commission under SB 792; and provided further if the Park Parcels are subject to the Phase 2 DDA, the transfer shall not materially adversely impair the Developer’s or a Vertical Developer’s performance under the Phase 2 DDA.

- **Street Parcels.** Retain Street Parcels in Phase 1 and acquire and retain Street Parcels in Phase 2 to fulfill the Successor Agency’s enforceable obligations under the DDAs to ensure the Developer completes the street improvements on the Street Parcels. The DDAs include an Acquisition Agreement that describes a process by which the Developer will construct and the City will accept infrastructure which includes but is not limited to utilities, roads, sidewalks, street furniture, and components of transportation systems. Upon completion of each specific “major phase and sub phase” of development, the finished Street Parcels will be transferred to the City for a governmental purpose consistent with the DDAs’ requirements for acquisition and payment of Street Parcels.

- **Community Facilities Parcels**
  - **Vacant Land.** Retain the vacant land in Phase 1, and acquire and retain additional raw land in Phase 2 that has been designated for community facilities, to fulfill the Successor Agency’s enforceable obligations under the DDAs to ensure the Developer completes the permanent infrastructure serving these parcels. Upon completion of each specific “major phase” of development, these Community Facilities Parcels will be transferred to the City, subject to the determination that the transfer shall not materially adversely impair the Developer’s or a Vertical Developer’s performance under the Phase 2 DDA, as finished developable lots for future development potentially with a community development corporation, community land trust, public entity, or not for-profit organization with the requirement that the City facilitate the timely development of these parcels in a manner consistent with the DDAs and the uses described in the HPS Plan.

  - **Artist Studios.** Retain Building 101, and construct new artist studios (the “Artist Replacement Building”), both of which have been designated as permanent affordable artist studio space, to fulfill the Successor Agency’s enforceable obligations under the DDAs to ensure the Developer completes the Artist Replacement Building and the permanent infrastructure serving both buildings. Upon completion of the Developer’s development obligations (and once artists have moved into the Artist Replacement Building), these Community Facilities will be transferred to the City. The transfer is subject to the determination that it shall not materially adversely impair the Developer’s or a Vertical Developer’s performance under the Phase 2 DDA. In accordance with dissolution law, transfer to the City will enable the City to fulfill the obligation for Public Improvements under the HPS Plan and ensure compliance with the Phase 2
DDA’s requirement that Artist Studio rents do not exceed the costs for operation and maintenance of the Shipyard Artist Studios.

- **Building 813.** Acquire and rehabilitate Building 813 as described in the Phase 2 DDA to fulfill the Successor Agency’s enforceable obligations under the HPS Plan. Upon the completion of the Developer’s obligation to construct infrastructure to serve the building, Building 813 will be transferred to the City so that the City may fulfill the HPS Plan’s Public Improvements section to rehabilitate historic buildings and create a job training center, in this case for the community-serving purpose of a center for the incubation of emerging businesses and technologies.

The Successor Agency also leases a number of buildings from the Navy for Temporary Facilities. The Successor Agency will continue leasing the Temporary Facilities until the applicable property is transferred to the Developer for development consistent with the DDA. In connection with any such transfer, the Successor Agency will terminate its leases on the Temporary Facilities. Lease terminations are expected to occur between 2016 and 2021.

Under the DDA, the Agency is prohibited from transferring Property where the transfer would materially and adversely impair Developer’s (or any Vertical Developer’s) performance under the DDA. Accordingly, the foregoing is subject to Developer’s (and any Vertical Developer’s) rights under the DDA.

**Properties Dedicated to Governmental Use Purposes and Properties Retained for Purposes of Fulfilling an Enforceable Obligation**

See section above.

Attachment A:    DOF Tracking Sheet for the Hunters Point Shipyard/Candlestick Point
Attachment B:    Map of Property
Attachment C:    Summary of Shipyard Enforceable Obligations
Attachment A
DOF Tracking Sheet for the Hunters Point Shipyard/Candlestick Point
<table>
<thead>
<tr>
<th>No. Property Number</th>
<th>Property Type</th>
<th>Permissible Use</th>
<th>Permissible Use Details</th>
<th>Acquisition Date</th>
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**ATTACHMENT A**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Southeast corner of**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**

**Fulfill Enforceable**

**Hilltop - Development**

**Hillside - Development**

**Residential**

**Governmental Use**

**Cost per acre**

**Hilltop - Open Space**

**Hilltop - Development**

**Hillside - Development**

**Vacant Lot/Land**
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<th>Contractual Requirements</th>
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<th>Remediation, Studies, or Environmental Reports</th>
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**ATTACHMENT A**

**LONG RANGE PROPERTY MANAGEMENT PLAN (PART 2): PROPERTY INVENTORY DATA - HUNTERS POINT SHIPYARD (PHASES 1 AND 2) AND CANDLESTICK POINT**

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<th>Permissible Use Details</th>
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<th>Proposed Sale Date</th>
<th>Proposed Sale Value</th>
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<th>Current Use</th>
<th>Estimated Current Value</th>
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<th>Description of Property's Potential for daughters development</th>
<th>History of previous development proposals and activity</th>
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**NOTES:**
1. The values in the Dissolution Law are based on current regulations and may not reflect future changes.
2. The estimated values provided are subject to change based on further analysis and data collection.
3. The Current Zoning and Current Use are based on the most recent regulations and may be subject to change.
4. The future uses and contractual requirements are subject to change based on further analysis and data collection.
5. The description of property's potential for development is based on the most recent regulations and may be subject to change.
6. The history of previous development proposals and activity is subject to change based on further analysis and data collection.

**FUTURE PROPERTY OWNERSHIP - CANDLESTICK POINT**

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<th>Property Name</th>
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<th>Permissible Use Details</th>
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<th>Estimated Current Value</th>
<th>Future Uses</th>
<th>Contractual Requirements for Use of Property</th>
<th>Description of Property's Potential for daughters development</th>
<th>History of previous development proposals and activity</th>
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**FUTURE PROPERTY OWNERSHIP - HUNTERS POINT SHIPYARD (PHASE 2)**

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**LONG RANGE PROPERTY MANAGEMENT PLAN (PART 2): PROPERTY INVENTORY DATA - HUNTERS POINT SHIPYARD (PHASES 1 AND 2) AND CANDLESTICK POINT**

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Attachment B
Map of Property
ATTACHMENT B-2
Map of Successor Agency Properties – Shipyard Phase 1 Hilltop (Block 4591C)

Currently Owned Parcels
- Community Facilities
- Parks and Open Space
- Affordable Housing
- Streets

Future Parcels
- Affordable Housing
ATTACHMENT B-3
Map of Successor Agency Properties – Shipyard Phase 1 Hillside (Block 4591D)
Attachment C
Summary of Shipyard Enforceable Obligations

Under the Project’s enforceable obligations, the Successor Agency is required to transfer the Developer Property to the Developer for the private development, and retain the Affordable Housing Parcels, the Park Parcels, the Street Parcels and the Community Facilities Parcels and ensure they are developed with these public uses. The Project’s enforceable obligations include but are not limited to:

Enforceable Obligations to Acquire Property
- The 2004 Conveyance Agreement between the Successor Agency and the Navy (the “Conveyance Agreement”); and
- The 2010 Agreement for Transfer of Real Estate between the City and the Successor Agency (the “City Land Transfer Agreement”).
- The 2011 Hunters Point Shipyard/Candlestick Point Title Settlement, Public Trust Exchange and Boundary Line Agreement between the State Lands Commission, the State Department of Parks and Recreation, the Successor Agency, the City, and the Port of San Francisco (the “Trust Exchange Agreement”); and
- The 2011 Candlestick Point State Recreation Area Reconfiguration, Improvement and Transfer Agreement between the State Lands Commission, the State Department of Parks and Recreation, and the Successor Agency (the “State Parks Agreement”); and

Enforceable Obligations to Retain Property for Development
- The 2003 Phase 1 Disposition and Development Agreement between the Successor Agency and the Phase 1 Developer (the “Phase 1 DDA”); and
- The 2004 Interim Lease between the Successor Agency and the Developer (the “Interim Lease”); and
- The 2010 Candlestick Point Hunters Point Shipyard Phase 2 Disposition and Development Agreement between the Successor Agency and the Phase 2 Developer (the “Phase 2 DDA”).
- The 2010 Hunters Point Shipyard Redevelopment Plan (the “HPS Plan”).

Each of these enforceable obligations is discussed in greater detail below.

The Conveyance Agreement. Under the Conveyance Agreement, the Successor Agency is “obligated to accept title” to any property that the Navy transfers to the Successor Agency, assuming the Navy has met the closing conditions, including remediating the property consistent with its intended land use (See Article 3(e)) pursuant to the Shipyard Redevelopment Plan. The Navy’s property is comprised of all the land in Phase 1 and Phase 2, except Candlestick Point.
The Trust Exchange Agreement, the State Parks Agreement, and the City Land Transfer Agreement. These three agreements were executed as a result of the passage of SB 792 and Proposition G. The 1) Trust Exchange Agreement and the 2) State Parks Agreement provide for the exchange of public lands at Candlestick (which the Navy does not own) and the Shipyard. These agreements require the Successor Agency to accept and exchange title to lands under the jurisdiction and or ownership of the State Lands Commission and the State Department of Parks and Recreation in both Candlestick and the Shipyard for the development of the public uses of the Project, including parks, streets, and community facilities.

In a similar fashion, the 3) City Land Transfer Agreement requires the Successor Agency to accept title to land currently owned by the City, acting by and through the Park and Recreation Department. Under the City Land Transfer Agreement, “the City agrees to convey to the (Successor) Agency, and the (Successor) Agency agrees to accept from the City, the City’s interest in the real property” at Candlestick (See Section 1.1). Furthermore, the Successor Agency is required “to use and dispose” of this land pursuant to the Phase 2 DDA (discussed below) and Proposition G, a voter-approved proposition passed in 2008 that requires the Developer to provide new open space areas at least equal in size to the portion of the City’s property that must be used for non-recreational purposes (See Section 1.2).

Hunters Point Shipyard Redevelopment Plan. Among other things, the HPS Plan identifies uses for property for projects identified in the DDAs and describes public improvements and public facilities (“Authorized Public Improvements”) in Attachment B to the HPS Plan. (See Section III.I (Public Improvements and Public Facilities) of the HPSY Plan). Under the HPS Plan, the list of Authorized Public Improvements includes projects and facilities that are to be developed and/or rehabilitated (as the case may be) as part of the redevelopment of the Shipyard. The HPS Plan’s list of Authorized Public Improvements include (1) public open spaces and park facilities, (2) street improvements, utilities, and infrastructure improvements, and (3) community facilities, including arts facilities and community centers, public art installations and interpretive signage, education and job training centers, libraries, improvements to historic buildings, police and fire stations, and school facilities. The Community Facilities Parcels (which consist of vacant land and buildings, more fully described below) are Authorized Public Improvements that are required to be developed and or rehabilitated (as the case may be) under the HPS Plan as well as the DDAs and, therefore, in accordance with Redevelopment Dissolution Law, should transfer to the City to ensure their development and use as Community Facilities Parcels.

All agreements governing real property are to comply with the HPS Plan “to provide adequate safeguards to ensure that the provisions of this (HPS) Plan will be carried out ….” (See Section III.L of the HPS Plan.) As a result, the Phase 1 and Phase 2 DDAs comply with the HPS Plan, and serve to implement the redevelopment program and land uses contained in the HPS Plan.

The Phase 1 DDA. The Phase 1 DDA only governs a portion (i.e., the Hilltop and Hillside properties) of the Shipyard. The following discusses what the Phase 1 DDA states about how the various parcels slated for private development, affordable housing, parks, streets, and community facilities in Phase 1 are to be developed and managed over the long-term:
Land Assembly. Once the SFRA accepted title to the Hilltop and Hillside properties from the Navy pursuant to the Conveyance Agreement, it was required under the Phase 1 DDA to “convey the Project Site” to the Phase 1 Developer “for the purposes of developing and constructing” the infrastructure so that the improved land could be sold to other developers (See Section 6.1 of the Phase 1 DDA). The “Project Site” is defined as all the Phase 1 land except the “Agency Parcels.” The Agency Parcels include the Park Parcels, the Affordable Housing Parcels, and the Community Facilities Parcels. Thus, the SFRA was required to transfer all the land slated for private development to the Phase 1 Developer and retain all the land slated for public development (i.e., parks, community facilities, and affordable housing).

The Affordable Housing Parcels. The Affordable Housing Parcels are defined in the Phase 1 DDA as “parcels to be retained by the Agency and designated” for affordable housing to be built by the Successor Agency (See Section 1.1). Further, in Section 11, the Successor Agency “shall commence and complete construction” of the affordable housing projects on these parcels, in accordance with future development agreements. Under the Sixth Amendment to the Phase 1 DDA, the Phase 1 Developer is required to give the Successor Agency, at no cost, one additional Affordable Housing Parcel (Block 49) for the development of 60 affordable housing units (See Section 1 of the Sixth Amendment to the Phase 1 DDA). The Developer is also required to finance the construction of the 60 affordable housing units on Block 49.

The Park Parcels. The Park Parcels are defined in the Phase 1 DDA as “parcels retained by the (Successor) Agency and designated for parks, public recreation and other open space uses …” (See Section 1.1). The Developer is required to finance and build the park improvements on the Successor Agency’s land as part of its overall obligation to build the horizontal infrastructure in Phase 1 at the Shipyard. Thus, the Successor Agency is required to retain these parcels and ensure the Developer constructs the park improvements on them in accordance with the Phase 1 DDA, subject to approval of the State Lands Commission pursuant to SB 792 and the Developer pursuant to the Phase 1 DDA. In 2008, the SFRA established a community facilities district so that a funding stream would be available for the maintenance of the Shipyard Park Parcels in Phase 1, but the district has yet to levy or collect any special taxes.

Federal EDA grant funds were used in 2011 to construct a community facility building within a Phase 1 park. The building is part of the park’s program. These grant funds carry with them certain restrictions that run with the land for 20 years. These restrictions require that the building be used to further the implementation of an “arts and technology district” in the park at the Shipyard, even if the building is sold within the 20-year restriction period. There is no funding source to maintain this building, other than rental revenue generated from the building. It is currently vacant and the park is incomplete.

The Street Parcels. In the Phase 1 DDA, all the land designated for street systems and street improvements within the Project Area are part of the property conveyed to the Phase 1 Developer who is responsible for constructing all the infrastructure, or horizontal improvements, in Hilltop and Hillside. These improvements include street systems and
street improvements, wet utilities, dry utilities, public open space and other improvements (See Section 1.1). However, three Street Parcels -- that were part of the Navy’s conveyance to the SFRA -- were located outside the boundaries of the Shipyard Redevelopment Project Area and served existing private properties. As such, they were not transferred to the Phase 1 Developer. The Phase 1 Developer is responsible for improving these three parcels as part of the Phase 1 DDA. The DDA includes an Acquisition Agreement under which the Developer will construct and the City will accept infrastructure which includes but is not limited to utilities, roads, sidewalks, street furniture, and components of transportation systems. These streets are dedicated to the City as public rights of way once they are improved by the Developer.

- The Community Facilities Parcels. The Community Facilities Parcels (1.2 acres) are defined in the Phase 1 DDA as “parcels retained by the (Successor) Agency and designated for ultimate disposition for community development or community facilities.” As to uses, the Phase 1 DDA states that the Shipyard Community Facilities Parcels “will be used to provide, preserve and leverage such critical local resources as social services, education and other community services as determined by the (Successor) Agency in collaboration with the CAC and the Bayview Hunters Point Representative Entity (Note: The Bayview Hunters Point Representative Entity is today known as Legacy Foundation for Bayview Hunters Point). See Section 1.1 of Attachment 23 to the Phase 1 DDA.

Under the Phase 1 DDA, the Phase 1 Developer is not required to build the improvements on the Community Facilities Parcels. Before dissolution, the SFRA intended to use the Phase 1 tax increment to finance the development of these parcels. The Phase 1 DDA requires the Successor Agency to “identify certain land use restrictions, based on land uses determined in consultation” with the community for the Shipyard Community Facilities Parcels “which shall ensure that such parcels shall be dedicated to community purposes in perpetuity. The development of the Community Facilities Parcels will be determined by the (Successor) Agency as part of the collaborative planning process with the surrounding community (See Section 1.3 of Attachment 23 to the Phase 1 DDA).

The Interim Lease. Anticipating that the SFRA would acquire property as it was remediated, but have no funds to manage it, the Phase 1 DDA requires the Developer to maintain and manage Phase 1 Property that the Successor Agency currently owns and certain property that the Successor Agency currently leases from the Navy. The Interim Lease requires the Developer to provide, at no cost to the Successor Agency, certain “baseline services” and “active services, which may include site management, operations, utilities, security, fencing, maintenance and repair services, and to indemnify the Successor Agency for certain losses caused by the Developer in performing its obligations under the Interim Lease. The Interim Lease is anticipated to remain in effect until the leased premises are transferred to Developer, the DDA terminates as to the leased premises without transfer or Developer’s obligations for the leased premises are satisfied. The Interim Lease does not cover Candlestick.

The Phase 2 DDA. The Phase 2 DDA governs the rest of the Shipyard and Candlestick, both of which together span more than 760 acres. The following discusses what the Phase 2 DDA states
about how the various parcels slated for private development, affordable housing, parks, streets, and community facilities in Phase 2 are to be developed and managed over the long-term:

- **Land Assembly.** Once the Successor Agency has accepted title to the Navy’s property in Phase 2, then the Successor Agency must “convey to Developer all real property” the Agency owns (or acquires as contemplated herein) that is part of the Sub-phase, other than real property that is subject to the Public Trust and or is the “Public Property.” (See Section 3.4.2 of the Phase 2 DDA) The definition of Public Property includes the Park Parcels, the Affordable Housing Parcels, and the Community Facilities Parcels. It also includes property for other uses, such as land held in “Public Trust” under the jurisdiction of the State Lands Commission.

The Successor Agency is required to transfer all the land slated for private development to the Phase 2 Developer, and retain all the land slated for public development in Phase 2 (i.e., parks, streets, community facilities, and affordable housing). The Phase 2 DDA requires that the property reserved for the public uses be developed along the same schedule as the private development (See Section 1.5 of the Phase 2 DDA).

- **The Affordable Housing Parcels.** The Affordable Housing Parcels are defined in the Phase 2 DDA as part of the Public Property the Successor Agency retains for development of affordable housing (See Section 3.4.2). The Successor Agency “shall use good faith efforts to construct (or cause to be constructed by qualified housing developers)” up to 1,140 units of affordable housing (See Section 4.1 of Exhibit F to the Phase 2 DDA).

These parcels include parcels slated for a public housing project that is to replace the dilapidated “Alice Griffith” public housing project in Candlestick (the “Alice Griffith Parcels”). The current Alice Griffith public housing project, which sits on 22.5 acres, is owned by the SFHA. The Phase 2 DDA requires that a new housing project comprised of a one-for-one replacement of the 256 existing public housing units and 248 new affordable housing units, be built on land owned by the SFHA, the Successor Agency, and State Parks (the “Alice Griffith Replacement Project”). Pursuant to the Phase 2 DDA, the Successor Agency “shall convey” any property it owns needed for the Alice Griffith Replacement Project to the SFHA on or before the Alice Griffith Replacement Project is completed (See Section 6.2.3(a)). Any property owned by the Successor Agency not needed for the Alice Griffith Replacement Project shall be conveyed to the Developer for the purposes of constructing the infrastructure (See Section 6.2.3(a)). The property the Successor Agency will convey to the SFHA and the Developer is the “Alice Griffith Parcels.”

- **The Park Parcels.** The Park Parcels are defined in the Phase 2 DDA as part of the “Public Property” the Successor Agency retains for development of the public open spaces at the Shipyard (See Section 3.4.2). Again, the Developer is required to finance and build the park improvements on the Successor Agency’s land as part of its overall obligation to build the horizontal infrastructure on Phase 2 at the Shipyard. Thus, the Successor Agency is required to retain these parcels and ensure the Developer constructs the park
improvements on them in accordance with the Phase 2 DDA subject to approval of the State Lands Commission pursuant to SB 792 and the Developer pursuant to the Phase 2 DDA. (See e.g. Section 7.8.6 of the Phase 2 DDA (requiring Developer to complete all surface improvements for the Open Space Lots in accordance with the Parks and Open Space Plan)). An additional community facilities district is envisioned as the funding mechanism for the maintenance of these parcels. (See Section 2.7 of Attachment H (Financing Plan) attached to and made part of the Phase 2 DDA).

- **The Street Parcels.** The Street Parcels are defined in the Phase 2 DDA as part of the “Public Property” the Successor Agency retains for development of the public rights of way (See Section 3.4.2). These Street Parcels may then be conveyed to the Phase 2 Developer for construction of the roads and utilities (See Section 1.1). The DDA includes an Acquisition Agreement under which the Developer will construct and the City will accept infrastructure which includes but is not limited to utilities, roads, sidewalks, street furniture, and components of transportation systems. Once complete, the Street Parcels are accepted by the City through the City’s subdivision map process for the Project, subject to approval of the State Lands Commission pursuant to SB 792 and the Developer pursuant to the Phase 2 DDA.

- **The Community Facilities Parcels.** The Community Facilities Parcels (5.8 acres) are defined in the Phase 2 DDA as part of the “Public Property” the Successor Agency retains for development of the community facilities at the Shipyard. The Community Facilities Parcels include vacant land and buildings reserved for community-serving uses:
  
  o **Vacant Land.** This land “shall be provided in fee to the (Successor) Agency at no cost to the (Successor) Agency” and “shall be used” in a way that complies with the Shipyard’s planning and development documents, including the Shipyard Redevelopment Plan and the Phase 2 DDA (See Section 3.3 of Exhibit G to the Phase 2 DDA). Furthermore, the Successor Agency “shall use commercially reasonable efforts to (i) select the use of such land and the identity of such transferee as soon as reasonably feasible and (ii) secure the maximum feasible amount of third-party, local, state, and federal funding to pay for the completion of such selected uses so as to ensure that the benefits” to the Bayview-Hunters Point community “may be realized in a timely fashion.” The Successor Agency owns some of this land now (the land already conveyed by the Navy on the Hilltop in Phase 1), but will own more land in the future as the Phase 2 lands are conveyed by the Navy.

In addition, the Developer is required to donate 15,000 to 30,000 square feet of its land to the Successor Agency for the future development of an arts center within the existing land area of Building 101 (the “Arts Center”). (See Section 3.4 of Exhibit G to the Phase 2 DDA.) The Developer is also required to complete the infrastructure serving the Arts Center. The Project includes the development of the Arts Center because the HPS Plan specifies that this use will be developed as part of the redevelopment of the Shipyard. The HPS Plan’s land use objectives for the Shipyard Village Center Cultural District (where the Arts Center is located) state that this District shall “provide space dedicated for artists and arts related uses … .”
Neither the Phase 2 DDA nor its Tax Allocation Pledge Agreement, however, commits property tax revenue (i.e. former tax increment) to the development of all this vacant land. All of the tax increment in Phase 2 is pledged pursuant to enforceable obligations to affordable housing and to the Developer to reimburse it for the construction of the infrastructure.

- **Buildings.** The community-serving buildings discussed in Section 3.4 of Exhibit G to the Phase 2 DDA include (1) Artist Studios (i.e., Building 101, and a new building the Developer is required to build adjacent to Building 101 (the “Artist Replacement Building”), and (2) Building 813, a 260,000-square-foot building slated for a clean-tech business incubator. Each of these is discussed below:

  1. **Artist Studios.** The Artist Studios include Building 101 and the Artist Replacement Building. The Project includes the development of these arts-related buildings because the HPS Plan specifies that these uses will be developed as part of the redevelopment of the Shipyard. The HPS Plan’s land use objectives for the Shipyard Village Center Cultural District (where the Artist Studios are located) state that this District shall “provide space dedicated for artists and arts related uses …. ” As a result, the Phase 2 DDA (See Section 3.4 of Exhibit G) requires the Developer and the Successor Agency to provide this space, as follows:

     **Building 101.** The Successor Agency already owns Building 101, which is being used as permanent artist studio space, and spent federal grant dollars recently to renovate it. The Developer is required to “complete the infrastructure” serving Building 101. The Successor Agency is required to lease Building 101 at rents “necessary to reimburse the (Successor) Agency for its costs, including any operation and maintenance costs, reserves and any administrative fees, but the (Successor) Agency shall not charge more than is required to reimburse such costs to the (Successor) Agency.”

     **The Artist Replacement Building.** The Artist Replacement Building (which includes a culinary arts facility) will be built by the Developer on land the Successor Agency already owns, pursuant to the Phase 2 DDA. Once built, the Developer “shall convey to the (Successor) Agency, at no cost to the (Successor) Agency, fee title to new permanent artist studio space … .” The Successor Agency Commission is required to approve a relocation plan before artists are asked to relocate and/or move into the Artist Replacement Building. The Successor Agency Commission is also required to approve a management agreement before artists move into the Artist Replacement Building (the “Management Agreement”). Under the Management Agreement “the (Successor) Agency shall lease” the Artist Replacement Building at rents “necessary to reimburse the (Successor) Agency for its costs, including any operation and maintenance costs, reserves and any administrative fees, but the (Successor) Agency shall not charge more than is required to reimburse such costs to the (Successor) Agency.”
(2) Building 813. The HPS Plan specifies the use and development of job training facilities as well as the retention and rehabilitation of historic structures. Building 813 is a historic structure and to be used as a job training facility. Per the Phase 2 DDA, the Developer “shall reasonably cooperate” with the Successor Agency, the City, and the community “to facilitate the rehabilitation of Building 813 … for use as a center for the incubation of emerging businesses and technologies, including, but not limited to, clean tech, biotech, green business, arts and digital media.” Furthermore, the Developer “shall reasonably cooperate with the (Successor) Agency to ensure the timely availability of interim and permanent infrastructure to support the renovated building.” The Phase 2 DDA, however, does not provide financing for the renovation of Building 813.