

AGREEMENT FOR TRANSFER OF REAL ESTATE

(Candlestick Point Property, San Francisco)

by and between

CITY AND COUNTY OF SAN FRANCISCO,

as Transferor

and

REDEVELOPMENT AGENCY  
OF THE CITY AND COUNTY OF SAN FRANCISCO,

as Transferee

June 3, 2010

LIST OF EXHIBITS:

EXHIBIT A – Legal Description of Property

EXHIBIT B – Map of Property

EXHIBIT C – Quitclaim Deed

EXHIBIT D – Proposition G

## AGREEMENT FOR TRANSFER OF REAL ESTATE

(Candlestick Point Property, San Francisco)

THIS AGREEMENT FOR TRANSFER OF REAL ESTATE (this “**Agreement**”) dated for reference purposes only as of June 3, 2010, is by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, established pursuant to the Community Redevelopment Law of the State of California (the “**Agency**”), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), acting by and through the Recreation and Park Commission (“**RecPark**”) with respect to any City real property under the jurisdiction of RecPark, and the Director of the Department of Public Works (“**DPW**”) with respect to any City real property under the jurisdiction of DPW. Capitalized terms used but not otherwise defined herein have the meanings given in the DDA.

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. Improving the quality of life of the residents of Bayview Hunters Point, also known as BVHP, is one of the City’s and the Agency’s highest priorities. Expediting the revitalization of BVHP will provide long overdue improvements to the BVHP community that will also benefit the City as a whole. Both the Hunters Point Shipyard and the Candlestick Point Activity Node described in the Bayview Hunters Point Redevelopment Plan (the “**Candlestick Site**”) are part of BVHP, and together they make up the largest area of under-used land in the City.

B. The Candlestick Site includes, among other things: (i) the Candlestick Point State Recreation Area (the “**CPSRA**”), much of which is severely under-improved, under-used and under-funded, and the restoration and improvement of which has been a long-term goal of BVHP residents, the City and the State; and (ii) the City-owned stadium, currently named Candlestick Park (the “**Existing Stadium**”), which is home to the San Francisco 49ers (the “**49ers**”) and is nearing the end of its useful life.

C. For many years, the City and the Agency have been working together to bring about the revitalization of the Shipyard Site and the Candlestick Site, and in early 2007, the City’s Board of Supervisors and the Agency Commission endorsed a Conceptual Framework for the integrated development of these two areas. The Agency previously selected a developer for the Shipyard, and the Agency and the City began to work with this developer on the proposed integrated development of the Shipyard Site and the Candlestick Site.

D. On June 3, 2008, the City’s voters passed Proposition G, which: (i) adopted overarching policies for the revitalization of the Project Site; (ii) authorized the conveyance of the real property owned by the City at Candlestick Point under the jurisdiction of RecPark provided that there is a binding commitment to replace the transferred property with other property of at least the same acreage that will be improved and dedicated as public parks or open space in the Project Site and further provided that the Board of Supervisors finds that the conveyance is consistent with the policies contained in Proposition G; and (iii) urged the City, the Agency and all other governmental agencies with jurisdiction to proceed expeditiously with revitalization of the Project Site. Proposition G satisfied the requirement of City’s Charter 4.113

that no City park land may be sold for non-recreational purposes unless approved by a vote of the electors. A copy of Proposition G is attached hereto as Exhibit D.

E. In October 2009, the State legislature approved and the Governor signed and filed with the Secretary of State Senate Bill Number 792 (“**SB 792**”), providing for the reconfiguration of the CPSRA and improvement of the State park lands, in connection with the development of the Project Site. SB 792 permits the exchange of certain public trust lands and the reconfiguration and improvement of CPSRA, in furtherance of state public trust, park and redevelopment purposes. The City and the Agency are entering into certain agreements with the State to effectuate the trust exchange and CPSRA reconfiguration contemplated by SB 792.

F. Concurrently with this Agreement, the Agency and CP Development Co., L.P., a Delaware limited partnership, are entering into a disposition and development agreement (including all exhibits incorporated therein and as amended from time to time, the “**DDA**”) for the redevelopment of the Project Site as described in the DDA (the “**Project**”). For purposes of this Agreement, “**Developer**” shall mean CP Development Co., L.P. or any Transferee of its rights in and to the Property under the DDA. The City and the Agency are also entering into related transactional agreements, including agreements with State Parks and State Lands to effectuate the exchanges contemplated by SB 792, and taking various approval actions to entitle the Project Site, as further described in the DDA.

G. In order to effectuate the redevelopment of the Project Site, and consistent with the requirements of Proposition G, the City has agreed to convey the Property (as defined below) to the Agency, and the Agency has agreed to accept the same, all as set forth in this Agreement.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the Agency and the City agree as follows:

## 1. TRANSFER OF PROPERTY

1.1. Property Included in Transfer. Subject to the terms, covenants and conditions set forth in this Agreement, the City agrees to convey to the Agency, and the Agency agrees to accept from the City, the City’s interest in the real property as described in Exhibit A and shown generally on the map attached as Exhibit B (the “**Old Stadium Development Site**” and the “**Park Addition Site**”, collectively, the “**Property**”). The City shall convey the Property to the Agency on an “As-Is With All Faults” condition, including the Existing Stadium, and the City shall have no further ongoing liability related to the Property as of the date of conveyance, except for any third party personal injury or property damage liability related to its period of ownership. If necessary, and upon agreement of the parties, the Property may be conveyed from the City to the Agency in one or more phases.

1.2. Agency Use and Proposition G. The City agrees to convey the Property to the Agency, and the Agency agrees to use and dispose of the Property, in furtherance of the Project and for no other purpose, and in accordance with the requirements of Proposition G. Proposition G requires the creation of or a binding commitment to create new public park or open space land areas at least equal in size to the portion of the Property under RecPark jurisdiction to be conveyed or used for non-recreational purposes, as more particularly described in Proposition G (the “**Proposition G Conveyance Requirement**”). Accordingly, the Agency covenants and agrees: (A) to convey the Property to Developer as and when required under the

DDA, subject to satisfaction of the conditions of transfer set forth in the DDA, including the Proposition G Conveyance Requirement, and (B) to not convey any part of the Property to Developer or any other party in violation of the Proposition G Conveyance Requirement. The Proposition G Conveyance Requirement shall survive any termination of the DDA or this Agreement. With the foregoing covenant and agreement, the Board of Supervisors finds that the requirements set forth in Section 6 of Proposition G have been satisfied.

1.3. Provisions Regarding 49ers Lease. Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to convey, and the Agency shall have no obligation to accept, all or any part of the Property leased to the 49ers (the “**Existing Stadium Site**”) before the existing lease to the 49ers (the “**49ers Lease**”) has terminated or expired and the 49ers have vacated the Existing Stadium Site (the “**49ers Departure**”). From the date of this Agreement until the 49ers Departure, the City shall, upon request, keep the Agency and Developer reasonably apprised of any discussions with the 49ers related to (a) the termination or expiration of the 49ers Lease and/or (b) relocation plans of the 49ers.

The City agrees that, unless the Agency (and, for so long as the DDA remains in effect, Developer and State Parks) provides advance written approval, it will not: (i) amend or modify the 49ers Lease in any manner that extends the term beyond the current outside expiration date (May 2023) or (ii) grant any new lease or permit for the right to use or occupy the Property by any person or entity beyond the outside expiration date of the 49ers Lease.

Promptly following the 49ers Departure, the parties shall cooperate to effectuate a closing to effectuate a conveyance of the Existing Stadium Site to the Agency as contemplated by this Agreement.

1.4. No Cash Consideration; Public Benefits Findings. There shall be no cash consideration paid by the Agency to the City for the Property. The Agency’s covenant and agreement to use the Property for the development of the Project and in satisfaction of the Proposition G Conveyance Requirement shall be valid and binding consideration for the City’s conveyance of the Property. The City finds and agrees that the public interest or necessity demands, and will not be inconvenienced by, the conveyance of the Property to the Agency as contemplated by this Agreement. The City further finds and agrees that the City will receive significant value from the development of the Project, including the many public and community benefits and the parks and open spaces to be provided by the Project as described in the DDA and the related agreements and approvals.

1.5. Failure of Project. In the event that the Agency terminates the DDA and decides not to proceed with the Project for any reason, the Agency shall notify the City of such fact and this Agreement shall automatically terminate without cost or liability. Upon any such termination, the Agency shall quitclaim its interest in the Property to the City using the form of deed attached hereto as Exhibit C if requested to do so by the City.

1.6. Expiration of the Redevelopment Plans. As set forth in SB 792 and the trust exchange agreement entered into concurrently with this Agreement, upon the expiration of the BVHP Redevelopment Plan and the Shipyard Redevelopment Plan, the Agency shall convey to the City and the City shall accept from the Agency all of the real property in the Project Site owned by the Agency that is subject to the public trust. Agency and City staff are authorized to take such action as may be needed to cause the above real property conveyances without further

action by the Agency Commission or the Board of Supervisors. Any such real property accepted by the City shall be placed under the jurisdiction of the City Administrator's Real Estate Division.

## 2. TITLE

2.1. Conditions of Title. At the Closing (as defined in Section 5), the City shall convey all of its right, title and interest in and to the Property to the Agency by a quitclaim deed in the form of Exhibit C attached hereto (the "**Deed**"). The City agrees that it will not take any action from and after the date of this Agreement to transfer all or any part of the Property to any person or entity, or take any action to create any title encumbrance, without the prior written consent of the Agency Director. The City further agrees that it will use commercially reasonable efforts, as determined by the City Attorney, to require the 49ers to promptly vacate the Property upon termination of the 49ers Lease, so long as (i) the DDA remains in effect as it relates to the Property, and (ii) Developer agrees to pay all costs relating to such commercially reasonable efforts, and does in fact pay such costs as they are incurred within thirty (30) days following receipt of an invoice from the City Attorney.

2.2. Agency's Responsibility for Title Insurance. The Agency understands and agrees that its right, title and interest in the Property shall not exceed that vested in the City, and neither party is under any obligation to furnish any policy of title insurance or survey in connection with this transfer of Property. Developer shall be responsible, under the DDA, for creating any maps, surveys or legal descriptions as may be required to effectuate a transfer of title or to obtain ALTA title insurance.

2.3. Quiet Title Action. If necessary, the parties agree that they will, with Developer's cooperation and at Developer's cost, complete an action under the Destroyed Land Records Relief Law (California Code of Civil Procedure §§ 751.01 et seq., commonly referred to as the McEnerney Act) to remove any exception for claims by reason of the record title to the land not having been established and quieted under the provisions of the Destroyed Land Records Relief Law.

## 3. AS-IS TRANSFER; RELEASE

3.1. Agency's Independent Investigation of the Property. The Agency shall perform any due diligence on the Property that the Agency determines is necessary or appropriate, and the City agrees to give the Agency access to perform any such due diligence, subject to the rights of any third parties including the 49ers.

3.2. Entry and Indemnity. All entries by the Agency or its Agents onto the Property to perform any testing or other investigations which could affect the physical condition of the Property (including, without limitation, soil borings) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter substantially on the City's form and with such insurance and indemnity provisions as are satisfactory to the City. The Agency shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of the Agency and its Agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated hereby, and the Agency shall provide the City with evidence of such insurance coverage upon request from the Agency.

3.3. As-Is Conveyance. AGENCY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE CITY IS CONVEYING AND THE AGENCY IS ACCEPTING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES, INCLUDING WITHOUT LIMITATION, ANY ZONING ORDINANCES, OR OTHER REGULATIONS GOVERNING THE USE, OCCUPANCY OR POSSESSION OF THE PROPERTY. THE AGENCY REPRESENTS AND WARRANTS THAT THE AGENCY IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY.

3.4. Release of City With Regard to Hazardous Materials. As part of its agreement to accept the Property in its “As-Is With All Faults” condition, the Agency, on behalf of itself and its successors and assigns (including Developer), waives any right to recover from, and forever releases and discharges, City, its officers, employees, Agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical, geological or environmental condition of the Property, including, without limitation, any hazardous material in, on, under, above or about the Property, and (ii) any federal, state, local or administrative law, rule, regulation, order or requirement applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”, also commonly known as the “Superfund” law), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”) (42 U.S.C. Sections 9601-9657); the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, “**RCRA**”) (42 U.S.C. Sections 6901-6987); the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively, the “**Clean Water Act**”) (33 U.S.C. Sections 1251 et seq.); the Toxic Substances Control Act (“**TSCA**”) (15 U.S.C. Sections 2601-2629); Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the “California Superfund” law) (California Health and Safety Code Sections 25300-25395); Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.); Hazardous Materials Release Response Plans and Inventory Law (commonly known as the “Business Plan Law”) (California Health and Safety Code Sections 25500 et seq.); Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.); and Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “Proposition 65”) (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, the Agency expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

#### 4. CONDITIONS PRECEDENT

4.1. Agency's Condition Precedent. The following are conditions precedent to the Agency's obligation to accept the Property ("**Agency's Conditions Precedent**"):

(a) Adoption by the Agency Commission of a resolution approving this Agreement and authorizing the transactions contemplated by this Agreement, and the continued effectiveness of all authorizations and approvals relating to this Agreement and the Project;

(b) The 49ers Departure has occurred;

(c) Issuance by Title Company (or agreement of Title Company to issue upon payment of all required premiums) of any title insurance requested by the Agency, insuring the Agency as owner of fee simple title to the Property, in a form acceptable to the Agency Director;

(d) Delivery of a notice from the Agency Director to the City that the Agency is ready, willing and able to accept the Property (or portion thereof), and that all conditions for the transfer of the Property have been satisfied; and

(e) Acceptance of the physical condition of the real property to be conveyed, provided that with respect to the Park Addition Site, this condition shall not apply if State Parks agrees to accept the applicable real property from the Agency.

4.2. Failure of the Agency's Conditions Precedent. Each of the Agency's Conditions Precedent is intended solely for the benefit of the Agency. If any of the Agency's Conditions Precedent are not satisfied on or before the Closing Date (as defined in Section 5), the Agency Executive Director may, at his or her option, extend the Closing Date or terminate this Agreement. Upon any such termination, neither party shall have any further rights or obligations hereunder except as expressly provided herein.

4.3. City's Conditions Precedent. The following are conditions precedent to the City's obligation to convey the Property to the Agency ("**City's Conditions Precedent**"):

(a) Adoption by the City's Board of Supervisors of a resolution approving this Agreement and authorizing the transactions contemplated by this Agreement, and the continued effectiveness of all authorizations and approvals relating to this Agreement and the Project;

(b) The 49ers Departure has occurred; and

(c) The receipt of a notice from the Agency Director to the City that the Agency is ready, willing and able to accept the Property (or portion thereof), and that all conditions for the transfer of the Property have been satisfied.

4.4. Failure of the City's Conditions Precedent. Each of the City's Conditions Precedent is intended solely for the benefit of the City. If any of the City's Conditions Precedent are not satisfied as provided above by the Closing Date, the City may, at its option, extend the Closing Date or terminate this Agreement. Upon any such termination, neither party shall have any further rights or obligations hereunder except as expressly provided herein.



## 5. ESCROW AND CLOSING

5.1. Escrow. Before the Closing Date (as defined below), the City and the Agency shall deposit an original, executed counterpart of this Agreement with a title company selected by the Agency (the “**Title Company**”), and this instrument shall serve as the instructions to the Title Company as the escrow holder for consummation of the conveyance contemplated hereby. The Agency and City agree to execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control. Notwithstanding the foregoing, if the Agency decides not to purchase title insurance, then the parties may consummate the purchase transaction contemplated hereunder outside of escrow.

5.2. Closing Date. The closing described in this Section 5 (the “**Closing**”) shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company on or before the date that is thirty (30) days (or the first business day thereafter) following the later of: (1) the 49ers Departure, and (2) the date that all conditions for the close of escrow have been satisfied, and the parties mutually agree in writing to close on the conveyance of some or all of the Property (the “**Closing Date**”). If the Property is conveyed in more than one phase, the parties agree that there will be more than one Closing Date.

### 5.3. Deposit of Documents and Funds.

(a) At or before the Closing, the Agency shall deposit into escrow the following items:

(i) the duly executed original of the Agency’s Certificate of Acceptance of the Property to be attached to and recorded with the Deed; and

(ii) a certified copy of the resolution authorizing and approving the conveyance of the Property to the Agency in accordance with this Agreement duly adopted by the Agency Commission; and

(iii) funds to cover title insurance requested by the Agency, if any; and

(iv) an original executed Preliminary Change of Ownership Report.

(b) At or before the Closing, the City shall deposit into escrow the following items:

(i) the original executed and acknowledged Quitclaim Deed in favor of the Agency; and

(ii) a certified copy of the resolution authorizing and approving the conveyance of the Property to the Agency in accordance with this Agreement duly adopted by the City’s Board of Supervisors; and

(iii) an original executed Transfer Tax Affidavit.

(c) The Agency and the City shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof. Upon closing, the parties will instruct the Title Company to record the Quitclaim Deed.

5.4. Prorations. Any real property taxes and assessments, including any community benefit district assessments, and any other expenses normal to the operation and maintenance of the Property, shall all be prorated as of 12:01 a.m. on the date the Quitclaim Deed is recorded, on the basis of a 365-day year, as set forth in a closing statement issued by the Title Company and agreed to by the parties. The Agency and the City hereby agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

## 6. RISK OF LOSS

6.1. Loss. The City shall give the Agency notice of the occurrence of damage or destruction of, or the commencement of condemnation proceedings affecting, any portion of the Property. In the event that all or any portion of the Property is condemned, or destroyed or damaged by fire or other casualty prior to the Closing, then the Agency may, at its option, terminate this Agreement if it reasonably determines that the Property cannot be used for the Project as contemplated by this Agreement. Upon any such termination, neither party shall have any further rights or obligations hereunder except as expressly provided herein.

6.2. Self-Insurance. Notwithstanding anything to the contrary above, the Agency acknowledges that City self-insures and shall not be obligated to purchase any third party comprehensive liability insurance or property insurance.

## 7. EXPENSES

7.1. Expenses. The Agency shall pay any escrow fees, all title insurance premiums, recording charges and any other costs and charges of the escrow for the transfer of the Property.

7.2. No Brokers or Finders. The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with the City or the Agency, then the party through whom such person makes a claim shall defend the other party from such claim, and shall indemnify such other party from, and hold it harmless from and against, any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the conveyance is not

consummated for any reason, any termination of this Agreement.

## 8. DEFAULT AND REMEDIES

In the event that either party fails to perform such party's obligations hereunder (except as excused by the other party's default), the party claiming default will make written demand for performance. If either party fails to comply with such written demand within ten (10) days after receipt thereof, the party claiming default will have the option to waive such default, to seek specific performance or to terminate this Agreement.

On any termination provided for in this Section, the parties will be discharged from any further obligations and liabilities under this Agreement, except as otherwise expressly provided in this Agreement.

## 9. GENERAL PROVISIONS

9.1. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by U.S. Express Mail or commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

Agency:	The Redevelopment Agency of the City and County of San Francisco One South Van Ness Avenue, Fifth Floor San Francisco, CA 94103 Attn: Director / Candlestick Point
City:	Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102 Attn: Director of Real Estate / Candlestick Point
and to:	Recreation and Park Department Property Management McLaren Lodge Annex San Francisco, CA 94117 Attn: General Manager / Candlestick Point

or such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed given when actually delivered if such delivery is in person, two (2) days after deposit with the U.S. Postal Service if such delivery is by certified or registered mail, and the next business day after deposit with the U.S. Postal Service or with the commercial overnight courier service if such delivery is by overnight mail.

9.2. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, legal representatives,

administrators and assigns. No party shall assign any rights or obligations under this agreement without the prior written consent of the other party.

9.3. Amendments. This Agreement may be amended or modified only by a written instrument signed by the City and the Agency. For so long as the DDA remains in effect as it relates to the Property, any amendment that may materially impact Developer shall be subject to the prior consent of Developer, which consent may not be unreasonably withheld, conditioned, or delayed.

9.4. Authority of Parties. The City and Agency each represent and warrant to the other party that this Agreement and all documents and delivered at Closing: (a) are, or at the time of Closing will be, duly authorized, executed and delivered by that party; (b) are, or at the time of Closing will be, legal, valid and binding obligations of that party; and (c) do not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which that party is a party or to which that party is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of the parties contained herein or in other agreements or documents executed by the parties in connection herewith, shall survive the Closing Date.

9.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.6. Merger of Prior Agreements. This Agreement, together with the exhibits hereto, contain any and all representations, warranties and covenants made by the City and Agency and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement together with the exhibits hereto.

9.7. Parties and Their Agents. As used herein, the term “**Agent**” or “**Agents**” when used with respect to either party shall include the agents, employees, officers, Commissioners, contractors and representatives of such part.

9.8. Interpretation of Agreement. The article, section and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained herein. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Agreement.

9.9. Attorneys’ Fees. If either party hereto fails to perform any of its respective obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the

party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. For purposes of this Agreement, the reasonable fees of Agency's attorneys and City's attorneys shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered.

9.10. Time of Essence. Time is of the essence with respect to the performance of the parties' respective obligations contained herein.

9.11. No Merger. The obligations contained herein shall not merge with the transfer of title to the Property but shall remain in effect until fulfilled.

9.12. Non-Liability of Agency Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of the Agency shall be personally liable to the City, its successors and assigns, in the event of any default or breach by the Agency or for any amount which may become due to the City, its successors and assigns, or for any obligation of Agency under this Agreement.

9.13. No Joint Venture. The relationship between the City and Agency hereunder is solely that of transferor and transferee. None of the terms or provisions hereof shall be deemed to create a partnership between the City and Agency, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

9.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9.15. Effective Date. As used herein, the term "**Effective Date**" shall mean the latest of the effective date of (i) an Agency Commission resolution authorizing this Agreement, (ii) a Recreation and Park Commission resolution authorizing this Agreement, and (iii) a Board of Supervisors resolution approving this Agreement, following execution of this Agreement by both parties.

9.16. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement except for (a) Developer, who shall remain a third party beneficiary for so long as the DDA remains in full force and effect and Developer is not in Material Breach under the DDA, and (b) State Parks, for purposes of enforcing its approval rights under Section 1.3 and the City's obligation to convey the Park Addition Site under Section 1.1, who shall remain a third party beneficiary for so long as the DDA remains in full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE CITY ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF THE CITY HAS AUTHORITY TO COMMIT THE CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF THE CITY'S BOARD OF

SUPERVISORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF THE CITY HEREUNDER ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF THE CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED HEREBY BY ANY DEPARTMENT, COMMISSION OR AGENCY OF THE CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON THE AGENCY.

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The parties have duly executed this Agreement as of the respective dates written below.

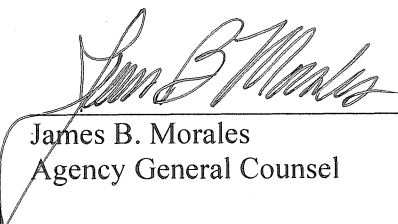
AGENCY:

REDEVELOPMENT AGENCY OF THE CITY  
AND COUNTY OF SAN FRANCISCO,  
a public body, corporate and politic

By:   
Fred Blackwell, Agency Director

Resolution No. 66-2010  
Approved on June 3, 2010

APPROVED AS TO FORM:

By:   
James B. Morales  
Agency General Counsel

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Amy Brown  
Director of Real Estate

By: \_\_\_\_\_  
Philip A. Ginsburg  
General Manager, RecPark

By: \_\_\_\_\_  
Edward D. Reiskin  
Director, DPW

Rec Park Commission Resolution No. 1006-008  
Approved on June 17, 2010

The parties have duly executed this Agreement as of the respective dates written below.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY  
AND COUNTY OF SAN FRANCISCO,  
a public body, corporate and politic

By: \_\_\_\_\_  
Fred Blackwell, Agency Director

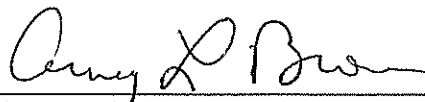
Resolution No. 66-2010  
Approved on June 3, 2010

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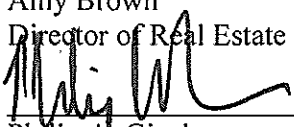
APPROVED AS TO FORM:

By: \_\_\_\_\_  
James B. Morales  
Agency General Counsel

CITY:

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Approved on June 3, 2010

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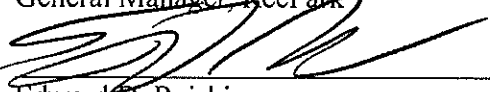
By: \_\_\_\_\_  
James B. Morales  
Agency General Counsel

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Amy Brown  
Director of Real Estate

By: \_\_\_\_\_  
Philip A. Ginsburg  
General Manager, RecPark

By:  \_\_\_\_\_  
Edward D. Reiskin  
Director, DPW

Rec Park Commission Resolution No. 1006-008  
Approved on June 17, 2010

Board of Supervisor Resolution No. 348-10  
Approved on August 3, 2010

APPROVED AS TO FORM:

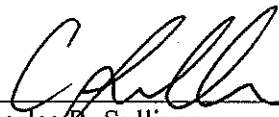
By:   
Charles R. Sullivan  
Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property located in the City and County of San Francisco, State of California, shown on the attached map and further described as follows:

Commencing at point that is 160.00 feet northwest measured perpendicularly from the northwesterly line of Arelious Walker Drive (formerly known as Fitch street), and 20 feet southwest measured perpendicularly from the southwesterly line of Gilman avenue, the Point of Beginning;

Thence from said Point of Beginning, a line bearing south 53°18'15" east, 1936.94 feet; Thence south 00°56'36" west, 1814.35 feet; Thence north 89°03'18" west, 569.75 feet; Thence tangent to said line, a curve concave northeasterly and having a radius of 700.00 feet, through a subtended arc of 47°15'51" a distance of 577.44 feet; Thence tangent from said curve, a line bearing north 41°47'27" west, 551.28 feet; Thence south 70°26'55" west, 56.41 feet; Thence north 53°18'15" west, 12.03 feet; Thence south 70°26'55" west, 543.58 feet; Thence tangent to said line, a curve concave northwesterly and having a radius of 457.00 feet, through a subtended arc of 16°27'53" a distance of 131.33 feet; Thence tangent from said curve, a line bearing south 86°54'48" west, 16.82 feet; Thence north 53°18'15" west, 26.57 feet; Thence south 86°54'48" west, 446.87 feet; Thence tangent to said line, a curve concave southeasterly and having a radius of 360.00 feet, through a subtended arc of 41°03'15" a distance of 257.95 feet; Thence tangent from said curve, a line bearing south 45°51'33" west, 815.38 feet to the San Francisco City and County Line; Thence along said city and county line north 89°03'12" west, 56.48 feet; Thence leaving said city and county line along a line bearing north 45°51'33" east, 435.11 feet; Thence north 44°08'27" west, 30.00 feet; Thence north 45°51'33" east, 129.13 feet; Thence north 45°08'42" east, 160.74 feet; Thence north 45°51'33" east, 130.28 feet; Thence tangent to said line, a curve concave southeasterly and having a radius of 432.00 feet, through a subtended arc of 29°29'12" a distance of 222.32 feet; Thence non-tangent from said curve, a line bearing north 49°54'33" east, 2.43 feet; Thence north 67°55'33" east, 87.48 feet; Thence south 85°07'27" east, 100.33 feet;

Thence south 89°41'27" east, 75.00 feet; Thence north 87°51'33" east, 70.04 feet; Thence south 71°56'27" east, 4.59 feet; Thence north 86°54'48" east, 237.53 feet; Thence tangent to said line, a curve concave northwesterly and having a radius of 368.00 feet, through a subtended arc of 16°27'53" a distance of 105.75 feet; Thence tangent from said curve, a line bearing north 70°26'55" east, 565.52 feet; Thence north 41°51'06" west, 288.37 feet; Thence south 48°12'16" west, 99.88 feet; Thence north 41°47'44" west, 721.68 feet; Thence north 70°49'31" east, 459.74 feet; Thence commence a curve which is non-tangent to said line, from a tangent bearing north 12°52'44" west, a curve concave southwestly and having a radius of 1400.00 feet, through a subtended arc of 17°30'31" a distance of 427.82 feet; Thence tangent from said curve, a line bearing north 30°23'15" west, 71.79 feet; Thence north 36°41'45" east, 377.00 feet; Thence north 20°18'15" west, 163.63 feet; Thence tangent to said line, a curve concave northeasterly and having a radius of 50.00 feet, through a subtended arc of

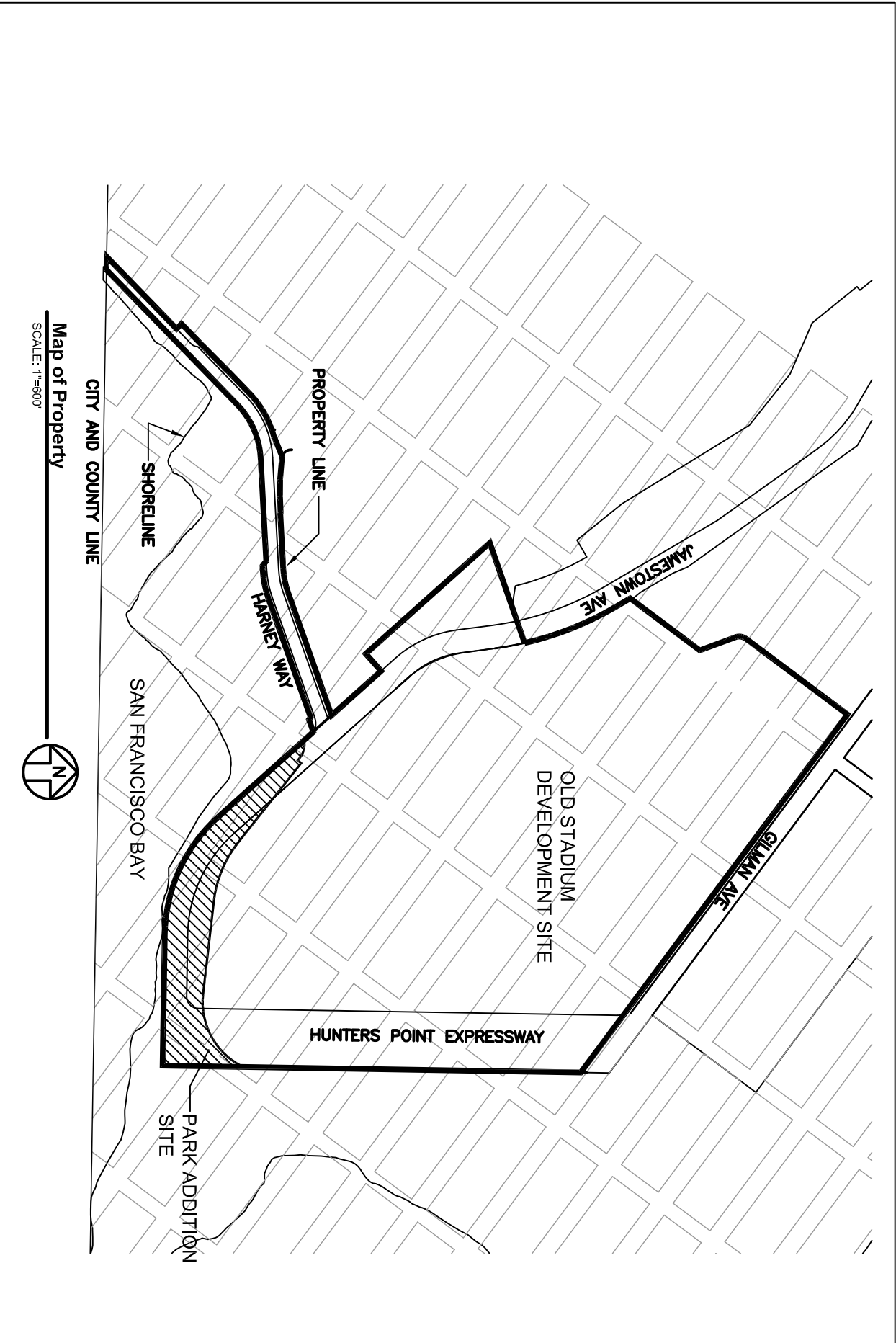
57°00'00" a distance of 49.74 feet; Thence tangent from said curve, a line bearing north 36°41'45" east, 548.62 feet to the Point of Beginning;

A plat showing the above described real property is attached hereto and made a part of hereof as EXHIBIT "B".

END OF LEGAL DESCRIPTION

Page 2 of 2

EXHIBIT B  
MAP OF PROPERTY



Map of Property

Exhibit  
B

EXHIBIT C

QUITCLAIM DEED

FREE RECORDING PURSUANT TO  
GOVERNMENT CODE §27383 AT THE  
REQUEST OF THE REDEVELOPMENT  
AGENCY OF THE CITY AND COUNTY  
OF SAN FRANCISCO

**WHEN RECORDED RETURN TO:**  
San Francisco Redevelopment Agency  
One South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103  
Attn: Director

Assessor's Block \_\_\_\_, Lot \_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), hereby RELEASES, REMISES AND QUITCLAIMS to the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, established pursuant to the Community Redevelopment Law of the State of California ("Agency"), any and all right, title and interest the City may have in and to the real property located in the City and County of San Francisco, State of California, described in Exhibit A attached hereto and made a part hereof.

Executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
Director of Real Estate

[attach Agency acceptance certificate]



EXHIBIT D  
PROPOSITION G

BAYVIEW JOBS, PARKS AND HOUSING INITIATIVE 2007 NOV 20 PM 3:05

**Section 1. Title.**

DEPARTMENT OF ELECTIONS

This Initiative shall be known and may be cited as the “Bayview Jobs, Parks and Housing Initiative.”

**Section 2. Findings.**

The People of the City and County of San Francisco (the “City”) make the following findings:

(a) Improving the quality of life of the residents of the Bayview Hunters Point community (the “Bayview”) is one of the City’s highest priorities. Expediting the revitalization of the Bayview will provide long overdue improvements that also will benefit the City as a whole. Both the Hunters Point Shipyard (the “Shipyard”) and Candlestick Point are part of the Bayview and together make up the largest area of underused land in the City. Combining planning and development for the remainder of the Shipyard that is not already underway (the “Shipyard Property”) and Candlestick Point as an integrated revitalization project will provide hundreds of acres of much needed public parks and public open space, significant jobs and economic development opportunities, particularly for residents and businesses of the Bayview, and a substantial number of new affordable and market-rate housing units, including a mix of rental and for-sale units. Integrated development of these areas can also provide a world-class site for a new stadium for the San Francisco Forty Niners (the “49ers”), including improvements in transportation and other infrastructure. The Shipyard Property and Candlestick Point, subject to any final adjustments as described in Section 9, are referred to in this Initiative as the “Project Site.” A map of these two areas is attached for reference as Exhibit A.

(b) The Shipyard was once a thriving, major maritime industrial center that employed generations of Bayview residents. Following World War II, the Shipyard was a leading hub of employment for the Bayview, providing logistics support, construction and maintenance for U.S. naval operations. At its peak, the Shipyard employed more than 17,000 civilian and military personnel, many of whom lived in the adjacent Bayview neighborhood. In 1974, the United States Department of the Navy (the "Navy") ceased operation of the Shipyard. The closure of the Shipyard had profoundly negative impacts on the economic base of the Bayview. In 1993, the United States Congress passed special legislation that gave the Navy authority to convey the Shipyard to the City.

(c) Candlestick Point includes: (i) the Alice Griffith Housing Development, also known as Double Rock ("Alice Griffith Housing"), which, although in need of repair or replacement for its residents, has few governmental resources for those repairs; (ii) the Candlestick Point State Recreation Area, much of which is severely under-improved, under-utilized and under-funded, and the restoration and improvement of which has been a long-term goal of the Bayview, the City and the State; and (iii) the City-owned stadium, named Monster Park, that is nearing the end of its useful life.

(d) The Yosemite Slough, which lies between Candlestick Point and the Shipyard Property, was once a pristine wetland area but has been subject to environmental distress caused by illegal dumping and neglect. The California State Parks Foundation and California State Parks are in the process of implementing the Yosemite Slough Restoration plan, which will reopen the Yosemite Slough to public access, create the largest contiguous wetland area in the City and make the wetlands pristine again.

(e) The City's lease of Monster Park to the 49ers is scheduled to expire in May 2013, although the 49ers have the right to extend that date by exercising certain extension options. In the fall of 2006, the 49ers announced their intention to explore relocating to Santa Clara. Since then, the 49ers have continued to evaluate the feasibility of building a new stadium both there and in San Francisco. Regardless of the 49ers' final decision, the City would like to proceed with the integrated revitalization of the Project Site, with or without a new stadium.

(f) Community and elected officials and San Francisco voters have consistently expressed their support for revitalizing the Project Site and demanded accountability from the federal government to clean up the Shipyard. In July 1997, the Board of Supervisors adopted and the Mayor approved a redevelopment plan for the Shipyard (the "Shipyard Redevelopment Plan"), and in June 2006, after a ten-year planning process, the Board of Supervisors adopted and the Mayor approved a redevelopment plan covering large portions of the Bayview, including most of Candlestick Point (the "Bayview Redevelopment Plan"). Both those redevelopment plans are designed to create economic development, affordable housing, parks and open space and other community benefits by developing underused lands like those comprising the Project Site. More recently, in May 2007 the Board of Supervisors and the Mayor approved a resolution endorsing a Conceptual Framework for the integrated development of the Project Site with a major mixed-use project, including hundreds of acres of new waterfront parks and open space, thousands of new units of housing, a robust affordable housing program, extensive job-generating retail and research and development space, permanent space for the artist colony that exists in the Shipyard and a site for a new stadium for the 49ers on the Shipyard Property.

(g) In furtherance of the Board's May 2007 resolution and in compliance with the California Environmental Quality Act ("CEQA"), on August 31, 2007 the Redevelopment

Agency of the City and County of San Francisco (the “Agency”) and the San Francisco Planning Department published a Notice of Preparation of an Environmental Impact Report (the “NOP”) and solicited public participation in determining the scope of an Environmental Impact Report (“EIR”) for the development of the Project Site. Both the NOP and the Conceptual Framework contemplate that integrated development of the Project Site should proceed whether or not the 49ers elect to build a new stadium on the Project Site and contemplate that, if a new 49ers’ stadium is not constructed because the 49ers move to Santa Clara or elsewhere, other uses, including additional green office, science and technology, research and development and industrial space or housing—or a combination of those uses—will be developed on the Project Site instead of the stadium and associated parking.

**Section 3. Purpose.**

In light of the findings set forth in Section 2 above, the purpose of this Initiative is to express the voters’ intent that the City and other applicable agencies move forward with the revitalization of the Project Site to provide tangible benefits for the Bayview in particular and the City generally and a new stadium site for the 49ers. Toward that end, the voters wish to repeal Propositions D and F, establish policies to guide the revitalization planning efforts, authorize the lease or conveyance of City-owned park land at Candlestick Point under certain conditions and encourage all local, state and federal agencies with applicable jurisdiction to take all steps necessary to proceed with the development of the Project Site consistent with this Initiative.

More specifically, the People of the City declare their purposes in enacting this Initiative to be as follows:

(a) Improving and creating additional public parks and public open space in the Bayview, particularly along the waterfront. This Initiative will permit the City's park property at Candlestick Point, including land currently used for Monster Park and associated surface parking, to be transferred for development consistent with the objectives described in Section 4 below. At the same time, this Initiative requires that any park property transferred by the City be replaced with other public park and public open space property of at least the same size in the Project Site, all as provided in Section 6 below. It also encourages the improvement of the Candlestick Point State Recreation Area and the extension of the Bay Trail along the Project Site's waterfront.

(b) Improving the quality, availability and affordability of housing in the Bayview. This Initiative encourages the development of new housing in the Project Site with a mix of rental and for-sale units, both affordable and market-rate.

(c) Improving the quality of Alice Griffith Housing. This Initiative encourages the rebuilding of Alice Griffith Housing as a part of the development of the Project Site, subject to consultation with the residents of Alice Griffith Housing and to approval by applicable government agencies. If such approvals are obtained and Alice Griffith Housing is included in the integrated development project, such development must be consistent with the objectives in subsection (3) of Section 4 below that relate to Alice Griffith Housing.

(d) Elevating the Project Site into a regional center for green development and the use of green technology. This Initiative encourages the use of green building construction practices and the incorporation of environmental sustainability principles in the design and development of the Project Site, including the use of renewable energy. In addition, this Initiative encourages the

inclusion of green development projects on the Project Site, such as green office, research and development or industrial projects, including a green office, science and technology, biotechnology or digital media campus.

(e) Providing commercial opportunities and jobs for the residents of the Bayview.

This Initiative encourages and anticipates construction and permanent jobs for local economically disadvantaged residents, particularly in the Bayview, and a range of economic development opportunities, including retail and commercial space.

(f) Encouraging the 49ers to remain in San Francisco. The 49ers are an important source of civic pride and have contributed to the Bayview. They are closely identified with San Francisco, having played in San Francisco since the 1940s and in Candlestick Point since the 1970s. This Initiative encourages the 49ers to remain in San Francisco by providing a world-class site for a new stadium on the Shipyard Property, together with supporting infrastructure.

(g) Repealing the earlier stadium mall framework and financing propositions. In June 1997, the City's voters adopted two ballot measures—Proposition D and Proposition F—relating to stadium and mall development at Candlestick Point. Proposition D authorized the City to use lease financing to borrow up to \$100 million toward building a new stadium at Candlestick Point. Proposition F changed various City zoning and other laws so that a new stadium, an entertainment and regional shopping center and new residential developments could be built. In the fall of 2006 the 49ers decided that the proposed stadium did not meet their needs. The plan envisioned by Propositions D and F for a stadium and adjoining retail and entertainment center partially financed through the use of a \$100 million bond issuance by the City is no longer viable. Accordingly, this Initiative repeals both Propositions D and F.

#### Section 4. Policies.

It is the Policy of the People of the City that, consistent with the objectives set forth in this Section 4 and subject to the public review process generally described in Sections 5 and 9 below, the City shall encourage the timely development of the Project Site with a mixed-use project that includes the following major uses, together with supporting transportation and other infrastructure improvements (collectively, the "Project"): (i) over 300 acres of public park and public open space improvements, including the improvement of the existing Candlestick Point State Recreation Area, the establishment of a new State park area on the Shipyard Property, the creation of a number of recreation facilities, sports fields and neighborhood-oriented parks and the extension of the Bay Trail along the waterfront of the Project Site; (ii) between about 8,500 and 10,000 residential housing units across the Project Site, including a mix of rental and for-sale units, both affordable and market-rate; (iii) about 600,000 square feet of regional retail on Candlestick Point and about 100,000 square feet of neighborhood-serving retail on the Shipyard Property; (iv) about 2,000,000 square feet of green office, science and technology, biotechnology or digital media office, research and development and industrial uses on the Shipyard Property and about 150,000 square feet on Candlestick Point, with more of such uses on the Project Site if the stadium is not built on the Shipyard Property; (v) if practicable, a site for an arena or other public performance venue; (vi) if the 49ers and the City determine it is feasible to build a new stadium for the 49ers and the 49ers elect in a timely manner to do so, a site on the Shipyard Property for a new National Football League stadium for the 49ers, including green parking surfaces that would both accommodate parking for stadium events and serve as public playing fields at other times; and (vii) if a new stadium is not built, then additional green office, science and technology, research and development and industrial space, or housing—or a combination of



those uses—instead of the stadium and associated parking. Development of the Project Site shall be consistent with the following objectives:

**(1) The integrated development should produce tangible community benefits for the Bayview and the City, and in so doing should:**

- Improve the Candlestick Point State Recreation Area to enhance public access to the waterfront and enjoyment of the Bay.
- Create new public recreational and public open spaces in the Project Site.
- Preserve the shoreline of the Project Site primarily for public park and public open space uses, including an extension of the Bay Trail along the Project Site's waterfront.
- Afford a range of job and economic development opportunities for local, economically disadvantaged individuals and business enterprises, particularly for residents and businesses located in the Bayview.
- Include neighborhood-serving retail.
- Subsidize the creation of permanent space on the Shipyard Property for the existing artists.
- Transform the contaminated portions of the Shipyard Property into economically productive uses or public open space, as appropriate.

- Encourage the timely development of the Project Site and its public benefits, whether or not the 49ers decide to remain in San Francisco, including developing alternate uses for the stadium site on the Shipyard Property that are consistent with the other objectives set forth in this Section 4, but recognizing that the overall financial feasibility of the development of the Project Site and the phasing of the integrated development depends on the 49ers' vacating the current site of Monster Park, whether to a new stadium on the Shipyard Property or elsewhere outside of the Project Site.

(2) **The integrated development should reunify the Project Site with the Bayview and should protect the character of the Bayview for its existing residents, and in so doing should:**

- Foster the creation of strong commercial, institutional, cultural and urban design ties between the development in the Project Site and the Bayview in particular and the City in general.
- Provide automobile, public transportation and pedestrian connections between the Shipyard Property and Candlestick Point to facilitate the integration of the Project Site and reunification with the Bayview.
- Afford substantial affordable housing, jobs and commercial opportunities for existing Bayview residents and businesses.

- Prohibit, in implementing the Project, the use of eminent domain to acquire any property that is currently residentially zoned, is improved with a building that contains one or more legally occupied dwelling units, is a church or other religious institution, or is publicly owned, including, without limitation, property owned by the Housing Authority of the City and County of San Francisco.

**(3) The integrated development should include substantial new housing in a mix of rental and for-sale units, both affordable and market-rate, and encourage the rebuilding of Alice Griffith Housing, and in so doing should:**

- Provide substantial opportunities for new affordable housing that is targeted to the lower income levels of the Bayview population, including new units that are suitable for families, seniors and young adults.
- Include housing at levels dense enough to: create a distinctive urban form and at levels sufficient to make the development of the Project Site financially viable, consistent with the objectives stated in subsection (6) below; attract and sustain neighborhood retail services and cultural amenities; create an appealing walkable urban environment served by transit; help pay for transportation and other infrastructure improvements; and achieve economic and

public benefits for the Bayview in particular and the City generally.

- Subject to consultation with Alice Griffith Housing residents and the receipt of all required governmental approvals, rebuild Alice Griffith Housing to provide at least one-for-one replacement units targeted to the same income levels as those of the existing residents and ensure that eligible Alice Griffith Housing residents have the opportunity to move to the new, upgraded units directly from their existing Alice Griffith Housing units without having to relocate to any other area.
- Include a mix of stacked flats, attached town homes and—in appropriately selected locations—low-rise, mid-rise and high-rise towers, to help assure the economic feasibility of the development and provide a varied urban design.

**(4) The integrated development should incorporate environmental sustainability concepts and practices, and in so doing should:**

- Apply sustainability principles in the design and development of public open spaces, recreation facilities and infrastructure, including wastewater, storm water, utility and transportation systems.
- Apply green building construction practices.

- Include energy efficiency and the use of renewable energy.
  - Encourage green development projects, such as green office, research and development or industrial projects, including a green technology, biotechnology or digital media campus.
- (5) **The integrated development should encourage the 49ers—an important source of civic pride—to remain in San Francisco by providing a world-class site for a new waterfront stadium and supporting infrastructure, and in so doing should:**
- Provide parking, transportation, transit and other infrastructure necessary for the operation of the stadium, including automobile, public transit and pedestrian connections between the Shipyard Property and Candlestick Point in order to facilitate the efficient handling of game day traffic.
  - Prohibit the issuance by the City of lease revenue bonds or other debt that will be secured by or repaid from revenues on deposit in the City's General Fund to finance development of the new stadium.
- (6) **The integrated development should be fiscally prudent, with or without a new stadium, and in so doing should:**

- Minimize any adverse impact on the City's General Fund relating to the development of the Project Site by relying to the extent feasible on the development to be self-sufficient.
- Promote financial self-sufficiency by: encouraging substantial private capital investment; leveraging land value created through the entitlement process for the Project Site; allowing the City or the Agency, subject to the review process generally described in Section 5 below, to contribute real property in the Project Site, so long as the contribution is linked to the provision of public benefits consistent with the objectives in this Section 4 or to the grant of rights to the City or the Agency to share in surplus revenues from development of the Project Site; and permitting the use of certain tax exempt financing tools such as the allocation of property tax-increment from the Project Site, the issuance of tax allocation bonds based on such increment and the issuance of community facilities (Mello-Roos) bonds secured by private property in the Project Site.
- Allow the Agency to use its city-wide Affordable Housing Fund to help finance affordable housing projects in the Project Site.
- Except as provided immediately above, prohibit the use of property tax increment from any part of a redevelopment area outside of the

Project Site to finance construction of improvements in the Project Site.

- To the extent feasible, use state and federal funds to pay for environmental remediation on the Project Site and help pay for transportation and other infrastructure improvements, and provide ways for other development projects outside the Project Site to pay their fair share for new infrastructure improvements.

**Section 5. Governmental and Public Review of Development Plan.**

Any development plan proposed for the Project Site, including the Project, will be subject to extensive public review and input. For example, any development plan will require public approvals from the City and the Agency, including conforming amendments to the City's General Plan and the existing Bayview Redevelopment Plan and Shipyard Redevelopment Plan, following environmental review under CEQA. Further, under federal and state laws, aspects of the development plan may also be reviewed by various regional, state and federal agencies, which may include the State Department of Parks and Recreation, the San Francisco Bay Conservation and Development Commission, the State Lands Commission, the State Regional Water Quality Control Board and the Navy.

**Section 6. Disposition of City Land at Candlestick Point.**

Under San Francisco Charter Section 4.113, the voters of the City approve the following (each a "Permitted Transfer"): (1) the sale, conveyance or lease for non-recreational purposes of any of the park land that is under the jurisdiction of the San Francisco Recreation and Park Commission and located within the boundary of Candlestick Point, including the property

currently used in connection with the existing stadium and related parking areas; and (2) the construction, maintenance and use for non-recreational purposes of any structure on such property. Each Permitted Transfer may be free from any restriction that the affected real property be used for park or recreation purposes, so long as: (a) the City's approval of such Permitted Transfer requires a binding obligation to create new public park or public open space land areas, at least equal in size to the real property subject to the Permitted Transfer, that are located in the Project Site; and (b) the Board of Supervisors finds in approving a Permitted Transfer at the conclusion of the review process generally described in Section 5 above, that: (i) new land areas are suitable for public park or public open space and will be dedicated for such uses; and (ii) the Permitted Transfer furthers development of the Project Site consistent with the objectives set forth in Section 4 above. The voters' approvals granted under this Section 6 are not intended to modify or abrogate any existing legal commitment of the City or to limit any other authority to sell, convey, lease or otherwise transfer any other City-owned land in the Project Site or to build, maintain or use any such land or structures on such land under any City ordinance or other applicable law.

**Section 7. Repeal of Proposition D.**

The approval of the voters to lease-finance a stadium development at Candlestick Point, in principal amount not exceeding \$100 million, as more particularly set forth in Proposition D adopted in June 1997, a copy of which is attached for reference as Exhibit B, is repealed in its entirety. Accordingly, the City no longer has voter authority as required under its Charter to issue lease revenue bonds under Proposition D for a stadium development.

**Section 8. Repeal of Proposition F.**



Proposition F, adopted by the voters on June 3, 1997, a copy of which is attached for reference as Exhibit C, is repealed in its entirety.

**Section 9. Implementing Actions.**

The People of the City encourage the City, the Agency and other public agencies with applicable jurisdiction to proceed as expeditiously as possible to implement this Initiative, including, but not limited to, adopting land use controls for the Project Site consistent with the objectives set forth in Section 4 above and subject to the review process generally described in Section 5 above.

As a result of the public process generally described in Section 5 above and certain variables, including, for example and without limitation, market changes, economic feasibility and the timing of the 49ers departure from Monster Park, the final development plan for the Project Site may be materially different from the Project and the boundaries of the Project Site may be materially different from those identified on Exhibit A. The People of the City encourage the Board of Supervisors and other public agencies with applicable jurisdiction to approve such final development plans at the conclusion of the review process generally described in Section 5 above, so long as the Board of Supervisors and the Mayor then determine that such plans are generally consistent with the objectives set forth in Section 4 above.

**Section 10. Interpretation.**

The title of this Initiative and the captions preceding the sections of this Initiative are for convenience of reference only. Such title and captions shall not define or limit the scope or purpose of any provision of this Initiative. The use of the terms "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to

limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. The use of the term "or" shall be construed to mean and/or.

**Section 11. Severability.**

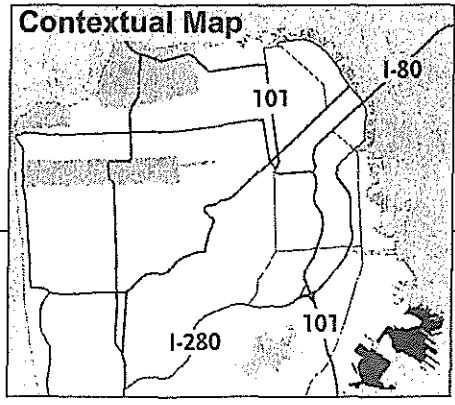
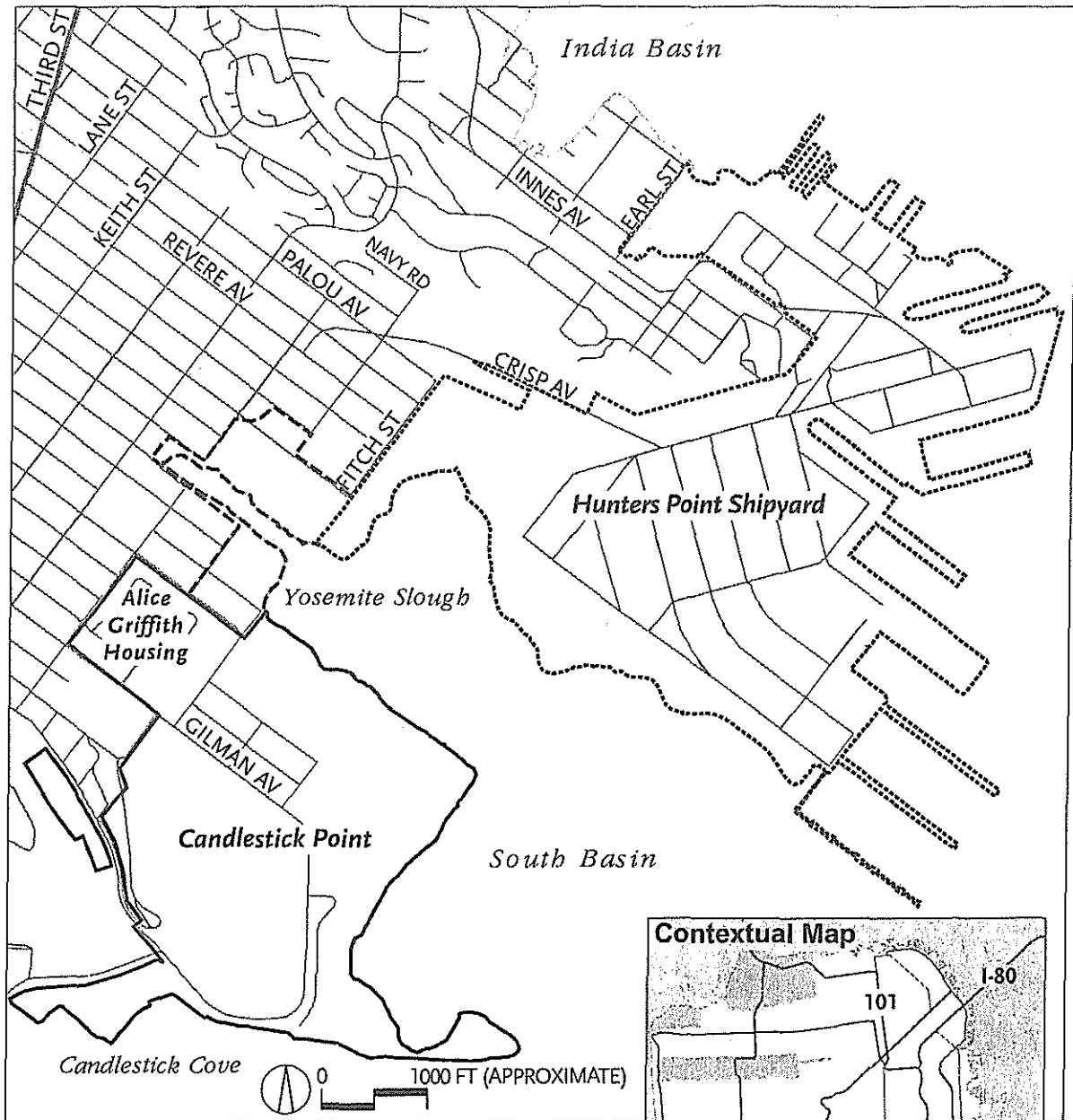
If any provision of this Initiative or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect any provision or application of this Initiative that can be given effect without the invalid provision or application. To this end, the provisions of this Initiative are severable.

**Attachments:**

- Exhibit A     Map of the Shipyard Property and Candlestick Point
- Exhibit B     Proposition D (June 1997)
- Exhibit C     Proposition F (June 1997)

**EXHIBIT A**

**Map of the the Shipyard Property and Candlestick Point**



- Candlestick Point
- ..... Shipyard Property
- - - Candlestick Point State Recreation Area Wetlands Restoration Project

EXHIBIT B

PROPOSITION D

SUBMITTING A BALLOT PROPOSITION FOR THIS YEAR'S JUNE 3<sup>RD</sup> SPECIAL ELECTION, AUTHORIZING THE CITY TO LEASE-FINANCE A STADIUM DEVELOPMENT AT CANDLESTICK POINT, IN PRINCIPAL AMOUNT NOT EXCEEDING \$100,000,000, PROVIDED NO CITY TAXES ARE INCREASED OR NEWLY IMPOSED WITHOUT PROPOSITION 218 VOTER APPROVAL; AND FINDING THE LEASE-REVENUE BOND PROPOSITION IS IN CONFORMITY WITH THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1 AND THE CITY'S GENERAL PLAN.

• RESOLVED, That pursuant to Charter Section 9.108, the Board of Supervisors hereby submits to the electorate of the City and County of San Francisco the following proposition:

Shall the City lease-finance a stadium development at Candlestick Point, in principal amount not exceeding \$100,000,000, provided no City taxes are increased or newly imposed without Proposition 218 voter approval.

The proposition shall be submitted to the electorate at the Special Election to be held on June 3, 1997. The proposition shall be placed on the ballot as a separate proposition in the form set forth above; and, be it

• FURTHER RESOLVED, That the stadium development shall consist of the development, acquisition and/or construction of the stadium and related infrastructure, facilities, structures, equipment and furnishings, in whole or in part (collectively, the "Stadium Development"); and, be it

• FURTHER RESOLVED, That the term "infrastructure" shall mean the physical systems and services which support, in whole or in part, the Stadium Development and its users, including, but not limited to, parking, streets, highways, water systems and sewer systems; and, be it

• FURTHER RESOLVED, That the term "Candlestick Point" shall mean Candlestick Point, the adjacent land and any other lands deemed necessary by the Board of Supervisors for the completion of the Stadium Development; and, be it

• FURTHER RESOLVED, That the authorized principal amount of \$100,000,000 shall be used to finance (1) a portion of the total cost of the Stadium Development; (2) cost of issuance; (3) capitalized interest; (4) reserve accounts; and (5) any other related cost designated by the Board of Supervisors; and, be it

• FURTHER RESOLVED, That the City shall not impose any new taxes or increase or extend any existing taxes for the Stadium Development without voter approval to the extent required by Proposition 218 passed by the voters on November 5, 1996; and, be it

• FURTHER RESOLVED, That the Board of Supervisors having reviewed the proposed legislature, finds and declares that the proposed lease-revenue bond proposition is, on balance, in conformity with the General Plan and is consistent with the Eight Priority Policies of the Planning Code Section 101.1 and hereby adopts the findings of the City Planning Department, as set forth in Planning Commission Resolution No. 14295, adopted February 6, 1997 and incorporates said finding by reference; and, be it

• FURTHER RESOLVED, That the City shall not issue the bonds until the following conditions have been negotiated and concluded with the Mayor's Office:

1. The Forty-Niners shall provide a written commitment to the City that it will play all of its home games in the stadium until the retirement of the City's bonds for the Stadium Development.
2. A certification from the Controller that the total net proceeds of bonds available for construction shall not exceed \$100,000,000. The City's contribution for construction shall be reduced by any net proceeds received from any tax allocation bonds that the Redevelopment Agency elects to issue based on tax increment generated by the Project.
3. The City determines, through the Mayor's office, that sufficient financial commitments are in place to construct an adjacent retail shopping center.
4. A written commitment to comply with all the requirements of Administrative Code Sections 12B and 12C that are applicable to the Stadium Development, including nondiscrimination in benefits based on domestic partner status.
5. A written commitment to provide an opportunity for 1000 permanent jobs at the Project to recipients of general assistance who become eligible through a training program.
6. A written commitment to use good faith efforts to provide that 50% of the construction jobs will be held by residents of the Bay-View Hunters Point-South Bayshore Community and 25% of permanent jobs available at the Project will be held by the community residents.
7. A written commitment that the City will only be responsible for no more than 50% of football related operations and maintenance expenses of the stadium, based on a budget approved by the City and the Forty-Niners.
8. A written commitment that there will be adequate provision for labor union representation at the project, including a card check neutrality agreement.
9. A written commitment to pay any reduction in property tax revenues due to a reassessment to the extent necessary to service any tax allocation bonds issued for the Stadium Development.

10. The City, through the Mayor's office, has determined that the City's contribution towards construction of the Project will be provided on a 20/80 prorata basis.
11. For purposes of these conditions, Project shall be defined to mean both the Stadium Development and the proposed shopping retail center to be located at Candlestick Point. The Mayor shall deliver a certificate to the Board of Supervisors that the foregoing conditions have been met. Upon the Board of Supervisors approving the issuance of the bonds, such certificate shall be final and conclusive in all respects as to the satisfaction of all the foregoing conditions. Bonds includes bonds, lease-financing arrangements, and certificates of participation.

EXHIBIT C

PROPOSITION F

Be it ordained by the People of the City and County of San Francisco:

**Section 1. [Policy, Purpose]**

It shall be the Policy of the People that a new professional football stadium, retail shopping and entertainment center, and related open space and parking be constructed, developed and operated at Candlestick Point consistent with the following principles:

The San Francisco Forty Niners are an invaluable source of civic pride and an integral part of San Francisco's image as a world-class city. The City and County of San Francisco must take immediate action to ensure that the Forty Niners have a suitable stadium in which to play their home games after the current lease at the existing stadium known as 3COM Park at Candlestick Point (formerly known as Candlestick Park) expires.

The City and County of San Francisco should have a state-of-the-art professional football stadium suitable for hosting the National Football League's Super Bowl on a regular basis.

Candlestick Point and the surrounding area is the most suitable location within San Francisco for the construction of a new professional football stadium for the San Francisco Forty Niners and retail shopping and entertainment center that will assist in revitalizing the economy of the Bayview-Hunters Point-South Bayshore area and provide jobs.

The stadium shall be designed and constructed by the San Francisco Forty Niners, or an affiliate thereof, or a developer selected by the San Francisco Forty Niners or an affiliate thereof, through a combination of public and private financing.

The stadium shall be constructed in conjunction with the retail shopping and entertainment center.

The City and County of San Francisco shall retain ownership of the land upon which the stadium and retail shopping and entertainment center shall be built.

The City and County of San Francisco shall enter into one or more ground leases with the San Francisco Forty Niners, or an affiliate thereof, or the developer of the stadium and/or retail shopping and entertainment center, selected by the San Francisco Forty Niners or its affiliate, for the stadium and retail shopping and entertainment center site.

Development of the stadium and retail and entertainment center shall incorporate open space and shall be consistent with the purposes of the Candlestick Point State Recreation Area and the recreational opportunities presently available in that area, including shoreline trails and shoreline access to San Francisco Bay.

The existing stadium shall be demolished once the new stadium is completed and ready for occupancy, provided that the Giants baseball team has relocated to a new facility.

The stadium and retail shopping and entertainment center will produce substantial economic and public benefits for San Francisco residents generally and for the residents and business owners of the Bayview-Hunters Point-South Bayshore community specifically.

The stadium and retail shopping and entertainment center, and all related parking, will satisfy any public trust requirements and restrictions applicable to any portion of the site consisting of former tidelands and submerged lands.

**Section 2. [Implementation]**

Promptly following the effective date of this ordinance, the City and County of San Francisco, through the Board of Supervisors, the Planning Commission, Redevelopment Agency and other appropriate officials, boards or commissions, shall proceed to cooperate with the San Francisco Forty Niners, or its affiliate, in taking all action necessary to achieve the purposes of this ordinance, including but not limited to assisting in the negotiations for property acquisition and applying for conforming amendments to all applicable state and regional plans and regulations.

**Section 3. [Election Under Charter Section 4.113]**

Pursuant to San Francisco Charter Section 4.113, the electors of the City and County of San Francisco hereby approve the lease for non-recreational purposes of, and the construction, development, operation, maintenance, repair and replacement of structures for non-recreational purposes on, any and all of the park land presently under the jurisdiction of the City's Recreation and Park Commission and located within the boundaries of the Candlestick Point Special Use District as defined in this ordinance, including the property currently used for the existing stadium and paved stadium parking.

**Section 4. [General Plan; Amendment]**

The General Plan of the City and County of San Francisco is hereby amended as follows:

(a) Figure 3 ("Generalized Land Use and Density") of the South Bayshore Area Plan Element shall be amended to redesignate the property generally bounded by Jamestown Avenue Extension, Giants Drive, Gilman Avenue, Arelious Walker Drive (Fitch Street), Carroll Avenue, Griffith Street, and San Francisco Bay, as the "Candlestick Point Special Use District."

(b) Figure 4 ("Candlestick Point Perimeter Proposed Revitalization Area") of the South Bayshore Area Plan Element shall be amended to indicate that the property within the Candlestick Point Special Use District shall be devoted to "Stadium, Commercial, Parking and Open Space" uses.

(c) New Policy 7.4 shall be added to the South Bayshore Area Plan Element to read as follows:



#### **POLICY 7.4**

**Encourage commercial development within the Candlestick Point Special Use District that will complement a new sports stadium and the other commercial areas within the South Bayshore Area and the City, and that will create job opportunities for South Bayshore residents.**

The existing sports stadium within this district may be replaced with a new professional football stadium of a size and character suitable for hosting the National Football League's Super Bowl on a regular basis. The construction of a new football stadium should be accompanied by development of retail and entertainment uses complementary to the stadium that will assist in revitalizing the economy of the area and create employment opportunities for South Bayshore residents. The City should require developers of new uses within the district to make good faith efforts to provide both construction and permanent jobs to South Bayshore residents.

Commercial development within the district should consist primarily of destination-oriented uses that will supplement, and not substitute for, neighborhood-serving retail services within the South Bayshore area and particularly in the Third Street core commercial area. Structures to house retail and entertainment uses within the Candlestick Point Special Use District should be integrally linked to, and should be planned and developed as a comprehensive unit with, the stadium complex. The existing shoreline trail should be retained and enhanced. In addition, commercial development within the district should incorporate open space areas to the extent feasible. Transportation and transit improvements should be made in conjunction with development within the district. The City, with public input, should coordinate development within the Candlestick Point Special Use District with on-going revitalization efforts for the South Bayshore area.

(d) Map 1 of the Recreation and Open Space Element shall be amended so that all property within the Candlestick Point Special Use District that is shown as property owned by the "Recreation and Park Department" shall be shown instead as property owned by "Other City Departments".

(e) Maps 2, 4, 8 and 9 of the Recreation and Open Space Element shall be amended by deleting all property within the Candlestick Point Special Use District from the "Existing Public Open Space" designation on Maps 2 and 4; the "Public Open Space" designation on Map 8; and the "Public Recreation and Open Space" designation on Map 9.

(f) Map 2 of the Commerce and Industry Element shall be amended to add a notation for all property within the Candlestick Point Special Use District that states, "Candlestick Point Special Use District; see applicable Planning Code provisions."

(g) Map 4 of the Urban Design Element shall be amended to add a notation for all property within the Candlestick Point Special Use District that states, "Candlestick Point Special Use District; see applicable Planning Code provisions."

(h) The Land Use Index shall be amended to conform to the amendments made above in subsections (a) through (g) in this Section 4.

**Section 5. [Special Use District].**

Part II, Chapter II of the San Francisco Municipal Code (City Planning Code) is hereby amended by adding Section 249.19 to read as follows:

**“Section 249.19 Candlestick Point Special Use District.**

A Special Use District entitled the “Candlestick Point Special Use District,” the boundaries of which are designated on Sectional Map No. 10 SU of the Zoning Maps of the City and County of San Francisco, and which is generally bounded by Jamestown Avenue Extension, Giants Drive, Gilman Avenue, Arelious Walker Drive (Fitch Street), Carroll Avenue, Griffith Street, and San Francisco Bay, is hereby established for the purposes set forth below. The following provisions shall apply within the Candlestick Point Special Use District:

(a) Purposes. The following controls, imposed in the Candlestick Point Special Use District, shall accommodate the development of a stadium suitable for professional football and the National Football League’s Super Bowl (“Stadium”) and a retail shopping and entertainment center (“Retail/Entertainment Center”), together with open space and related parking facilities (collectively, the “Combined Project”), as principal uses, and other uses as conditional uses.

(b) Controls. The specific controls set forth herein shall apply only to the principal uses and conditional uses described in this Section 249.19(b). Any other development not described herein shall be governed by the underlying zoning controls.

(1) Principal Uses. The following uses shall be permitted as principal uses in this Special Use District:

(i) Stadium: A stadium, primarily to be used for professional football, but which may also be used for other sporting events or outdoor entertainment events, and which may include other assembly and entertainment uses, and other uses related to the stadium, including retail sales and personal service uses, sports clubs, restaurants and office uses accessory to the stadium (which shall not be deemed an “office development” subject to the provisions of Planning Code Sections 309 through 325 et seq.).

(ii) Retail/Entertainment Center: A Retail/Entertainment Center which may include any type or size of retail establishment, restaurant, bar, entertainment use (including but not limited to movie theaters), amusement enterprise (including but not limited to arcades, nightclubs, bowling alleys, and skating rinks), and amusement park. Principal uses allowed under this subsection (ii) shall be limited to a total of 1,400,000 square feet of occupied floor area.

(iii) Open Space: Areas devoted to landscaping, shoreline access, shoreline trails, and active or passive recreational uses. The areas used for passive or active recreational uses may also be used as temporary parking areas to support stadium events, provided that such areas shall not be paved and shall include drainage and other improvements appropriate for both open space and temporary parking uses.

(iv) Parking: Off-street vehicle parking, provided by surface parking lots or underground or above ground parking garages to serve the Stadium and Retail/Entertainment Center.

(2) Conditional Uses. The Planning Commission may authorize the following uses within the Special Use District as a conditional use:

(i) Any principally permitted uses allowed under Section 249.19(b)(1)(ii) which exceed a total of 1,400,000 square feet of occupied floor area.

(ii) Any use not specified in subsection (b)(1) above and permitted in any C District, as that term is defined in Planning Code Section 102.5.

(3) Prohibited Uses. Adult entertainment establishments, as defined in Planning Code Section 790.36, massage establishments as defined in Planning Code Section 790.60 and any type of gaming, wagering or gambling establishment, shall not be permitted within the Special Use District.

(4) Floor Area Ratio. There shall be no floor area ratio limitation for the Combined Project or any approved conditional use.

(5) Design Review By Planning Commission. Any application for a new structure, or major alteration of an existing structure, to house a use permitted by this section as a principal use under Section 249.19(b)(1) shall be subject to design review and approval by the Planning Commission. The Planning Commission shall approve such application if it finds that the proposed development meets the applicable height, bulk, floor area limitation and parking standards of this Section 249.19(b), and is consistent with the Priority Policies set forth in Planning Code Section 101.1, and that the architectural design of the structures, the landscaping, and the quantity and design of usable open space are appropriate for the intended use, location and purpose of the structure(s). The Planning Commission shall take final action on any completed application for a development permitted by this section within 60 days of its first public hearing on the application. The procedures and criteria in this subsection shall govern in lieu of the discretionary review process set forth in Section 26 of Part III of the San Francisco Municipal Code. The fee for review of any application under this subsection shall be based on the cost of the time and materials (calculated at a rate of \$77/hour as may be adjusted by the Consumer Price Index) up to a maximum fee of \$14,800.

(6) Parking. Parking shall be governed by Article 1.5 of the Planning Code unless otherwise specified in this subsection.

(i) Planning Code Section 159 and subsections (a), (b), (h) and (p) of Planning Code Section 155 shall not apply to parking provided within the Special Use District. Planning Code Sections 155(i) and (j) shall apply only to the amount of parking required under Section 151.

(ii) For the purposes of calculating minimum required parking under Planning Code Section 151, in no case shall the total number of required parking spaces for the

Combined Project exceed the greater of either the parking spaces calculated for the Stadium or the parking spaces calculated for the Retail/Entertainment Center, standing alone.

(7) Appeal. The Planning Commission's determination on the design of the Combined Project pursuant to Section 249.19(b)(5) shall be a final determination on all design issues, except that the Arts Commission shall review the design, if required by Charter Section 5.103. Notwithstanding the provisions of Section 26 of Part III of the San Francisco Municipal Code, review by the Board of Appeals on the issuance of any demolition permit, building or site permit in this Special Use District shall be limited to compliance with the San Francisco Building Code, Health Code and Fire Code.

(c) State Park Land. To the extent any land owned or otherwise under the jurisdiction or control of the California Department of Parks and Recreation is included within the boundaries of the Special Use District, any development on such land shall be consistent with the purpose of the Candlestick Point State Recreation Area and shall continue to make available to the people the recreational opportunities that are offered by the shoreline, waters and environment of San Francisco Bay. To this end, no development shall be permitted within 120 feet of the shoreline of the San Francisco Bay, as measured at mean low tide.

#### **Section 6. [Height Limit; Exceptions]**

(a) Part II, Chapter II of the San Francisco Municipal Code (City Planning Code) is hereby amended by adding Section 263.14 to read as follows:

“Section 263.14. Height Restrictions for Candlestick Point Special Use District.

In the 60/150-200-X Height and Bulk District as designated on Sectional Map No. 10H of the Zoning Map, the height limit shall be 60 feet, except that heights up to 200 feet shall be permitted for any stadium use permitted within the Candlestick Point Special Use District. An exception to the 60 foot height limit may be granted by the Planning Commission as a conditional use within the Candlestick Point Special Use District, up to a maximum height of 150 feet. In the event any stadium constructed within the Special Use District is integrated into a retail shopping center or other structure, any transitional structures which connect or otherwise attach the stadium to the other structure shall be considered part of the stadium for purposes of determining the permissible height of the transitional structure. All structures within the Candlestick Point Special Use District shall be exempt from the provisions of Planning Code Section 295.

(b) Part II, Chapter II of the San Francisco Municipal Code (City Planning Code) is hereby amended by adding subsection (L) to Section 260(b)(1) to enact the following exemption from height limits otherwise established by the City Planning Code:

“(L) In the Candlestick Point Special Use District, light standards for the purpose of the lighting the stadium, scoreboards associated with the stadium, and flagpoles and other ornamentation associated with the stadium.”

**Section 7. [Signs]**

Part II, Chapter II of the San Francisco Municipal Code (City Planning Code) is hereby amended by adding Section 608.51 to read as follows:

“Section 608.4A. Signs for Uses Within the Candlestick Point Special Use District.

Any sign that directs attention to a business, commodity, service, industry or other activity that is or will be sold, offered or conducted within the Candlestick Point Special Use District and that either is greater than 200 square feet in area or extends above the roofline of the building upon which the sign is located (“SUD Sign”) shall be permitted within the Candlestick Park Special Sign District if approved by the Planning Commission as a conditional use. Planning Code Sections 608.4, 608.5 and 609.2, or any other regulation applicable to signs within the Candlestick Park Special Sign District, shall not apply to SUD Signs. SUD Signs shall conform to the restrictions set forth in Planning Code Section 607 for signs in C-3 Districts, except that there shall be no height limit for SUD Signs. The Planning Commission may authorize an SUD Sign as a conditional use if the design of the sign and any associated sign structure is appropriate for the intended use and location. This criterion shall be in lieu of the criteria set forth in Planning Code Section 303(c)(1) through (4). Any scoreboard or sign within a stadium located in the Candlestick Point Special Use District shall be exempt from regulation under Article 6 of the Planning Code. Principally permitted signs within the Special Use District shall be consistent with a sign program submitted and approved by the Planning Commission as part of the design review process for the Candlestick Point Special Use District.

**Section 8. [Special Use District Boundaries; Zoning Maps]**

(a) The boundaries of the Candlestick Point Special Use District created by this Ordinance are shown in Figure 1 attached hereto, which is provided for general orientation purposes only.

(b) Special Use Map. Part II, Chapter II of the San Francisco Municipal Code (City Planning Code) is hereby amended by amending Sectional Map No. 10 SU of the Zoning Maps of the City and County of San Francisco to include the Candlestick Point Special Use District, the boundaries of which are hereinafter described.

The Special Use District shall include property bounded as follows, with street boundaries following the centerline of the referenced streets: Beginning at the point which is the intersection of Giants Drive and Gilman Avenue (the point of beginning), along Gilman Avenue to Arelious Walker Drive (also known as Fitch Street), along Arelious Walker Drive to Carroll Avenue, along Carroll Avenue to Griffith Street (a mapped but unconstructed street), along Griffith Street to the San Francisco Bay shoreline, then continuing south along the San Francisco Bay shoreline to Alvord Street (a mapped but unconstructed street), then continuing south and west along a line extending from Alvord Street to the San Francisco Bay shoreline, continuing east along the San Francisco Bay shoreline to Coleman Street (a mapped but unconstructed street), then north and east along Coleman Street to Jamestown Avenue Extension, then along the Jamestown Avenue Extension to the farthest west point of Assessor’s Block No. 5000, then

along the north west border of Assessor’s Block No. 5000 to Giants Drive, then along Giants Drive to the intersection of Giants Drive and Gilman Avenue (the point of beginning).

<u>Existing Use Districts</u>	<u>Use District Hereby Approved</u>
<u>P, M-1, M-2, RH-2</u>	<u>To Existing Use Districts Add the Candlestick Point Special Use District Overlay</u>

(c) Height and Bulk. Part II, Chapter II of the San Francisco Municipal Code (City Planning Code) is hereby amended by amending Sectional Map No. 10 H of the Zoning Maps to enact the following changes in the height and bulk classifications for the property within the Candlestick Point Special Use District, as more particularly described in subsection (b) in this Section 8.

<u>Height and Bulk Districts to be Superseded</u>	<u>Height and Bulk District Hereby Approved</u>
<u>OS: 40-X</u>	<u>60/150-200-X</u>

**Section 9. [Waterfront Plan]**

Chapter 61 of the San Francisco Administrative Code (“Waterfront Land Use”), adopted by the People of the City and County of San Francisco pursuant to Proposition H, is hereby amended as follows:

(a) Section 61.2(d) shall be amended by adding the following subsection:

“(3) This provision shall not be applicable to any new development within the Candlestick Point Special Use District.”

(b) Section 61.4 shall be amended by adding the following subsection:

“(i) Within the Candlestick Point Special Use District, any use that is permitted as a principal or conditional use under Planning Code Section 249.19.”

**Section 10. [Public Contracting Provisions]**

Notwithstanding any provision of the San Francisco Municipal Code (the “Municipal Code”) or any other ordinance or regulation of the City and County of San Francisco to the contrary, the Stadium, Retail/Entertainment Center and related physical improvements and infrastructure to be constructed in the Candlestick Point Special Use District shall not be deemed to be a “public work or improvement” as that term or any similar term is used in any provision of the Municipal Code or any other ordinance or regulation of the City and County of San Francisco,

including but not limited to, Chapter 6 of the San Francisco Administrative Code. No provision of the Municipal Code, nor any other ordinance or regulation of the City and County of San Francisco shall be deemed to require the person or entities, including the City and County of San Francisco, constructing any portion or all of the Stadium, Retail/Entertainment Center and related improvements and infrastructure, to follow any particular procedure, comply with any bidding or advertising requirements, or otherwise engage in any particular practice with respect to the selection of contractors or sub-contractors for the award of contracts or subcontracts for the design, construction, purchase of materials, management or operation of any portion or all of the stadium, retail shopping and entertainment center and associated improvements; provided, however, the design and construction of the Stadium, Retail/Entertainment Center and related improvements and infrastructure shall be subject to the applicable provisions of Chapter 12B, 12C and 12D of the San Francisco Administrative Code and to the terms and conditions of any public financing and the ground lease or leases. It is the intent of the people of the City and County of San Francisco, in adopting this section of this Ordinance, that the design and construction of the Stadium, Retail/Entertainment Center and related improvements and infrastructure shall be done in an expeditious manner, and shall not be undertaken as if such design and construction were the design and construction of conventional public work or improvement. This section shall be liberally construed to fulfill this intent.

**Section 11. [Redevelopment Agency]**

The Candlestick Point Special Use District is within the South Bayshore Redevelopment Survey Area. In the event that a Redevelopment Project Area is adopted which includes the Combined Project, the Combined Project shall be subject to the authority of the Redevelopment Agency of the City and County of San Francisco authority pursuant to state law.

**Section 12. [Compliance With Laws]**

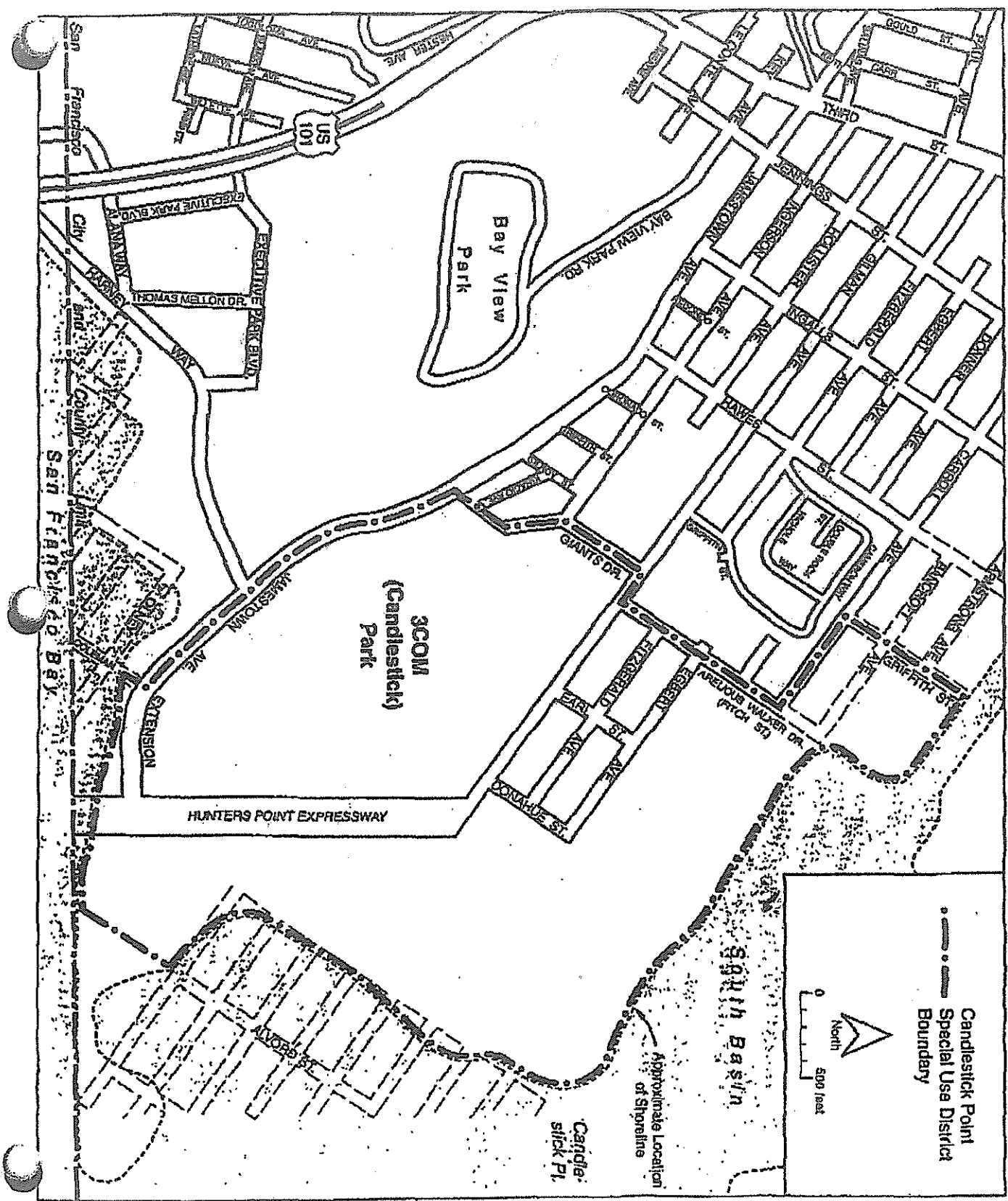
Except as otherwise specified herein, the construction of the Combined Project shall be subject to all federal, state and local laws, ordinances and regulations (as the same may be amended), including but not limited to the California Environmental Quality Act (Public Resources Code Section 21000, et seq.).

**Section 13. [Amendment]**

Any provision of this ordinance may be amended by the Board of Supervisors and shall not require the vote of the electors of the City and County of San Francisco, provided that such amendments are consistent with the purpose and intent of this ordinance.

**Section 14. [Severability]**

If any provision of this ordinance, or any application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any provision or application of this ordinance that can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable.



Figure



