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**REDEVELOPMENT PLAN  
FOR THE  
INDIA BASIN INDUSTRIAL PARK  
REDEVELOPMENT PROJECT**

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**SAN FRANCISCO  
REDEVELOPMENT AGENCY**

**XXXXX XX, 2004**

REDEVELOPMENT PLAN for the  
INDIA BASIN INDUSTRIAL PARK REDEVELOPMENT PROJECT

Approved and Adopted by the Board of Supervisors  
of the City and County of San Francisco,  
Ordinance No. 26-69, January 20, 1969.

Amendments Adopted and Approved by the Board of Supervisors  
of the City and County of San Francisco,  
Ordinance No. 474-86, December 1, 1986,  
Ordinance No. 141-87, April 20, 1987,  
Ordinance No. 416-94, December 12, 1994,  
and Ordinance No. XXX-XX, XXXX XX, 2004.

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## I. INTRODUCTION

The Redevelopment Plan (the “Plan”) for the India Basin Industrial Park Redevelopment Project (the “Project”) consists of the following text and maps, and the legal description for the Project Area.

The Plan was prepared by the Redevelopment Agency of the City and County of San Francisco (the “Agency”) pursuant to the California Community Redevelopment Law of the State of California (Health and Safety Code Sections 33000 et seq.), the California Constitution and all applicable local laws and ordinances. During the preparation of the January 1969 Plan, the Agency consulted with the Planning Department and other departments and agencies of the City and County of San Francisco. For the 2004 India Basin Industrial Park Plan Amendment, the Agency consulted with the Bayview Hunters Point community, the India Basin Maintenance Association, the Bayview Hunters Point Project Area Committee and with the Planning Department and other departments and agencies of the City and County of San Francisco. The Plan is consistent with the General Plan of the City and County of San Francisco and its applicable elements in effect on the effective date of the India Basin Industrial Park Plan Amendment (Ordinance No. XXXXX), and is in conformity with the eight Priority Policies of Section 101.1 of the Planning Code of the City and County of San Francisco (the “Planning Code”) in effect at the date of adoption of this India Basin Industrial Park Plan Amendment.

The Plan provides the Agency with the powers, duties and obligations to implement and further the programs generally formulated in this Plan for the redevelopment, rehabilitation and revitalization of the area within the boundaries of the Project. This Plan sets forth the objectives, basic redevelopment programs, and basic land use controls within which specific redevelopment activities in the Project will be pursued. All real property in the Project is made subject to the controls and requirements of this Plan and the other applicable Plan documents, as described herein.

## II. DESCRIPTION OF PROJECT

### A. Project Boundaries

The boundaries of the Project Area are indicated on

The Project comprises all of the India Basin Industrial Park Survey Area as designated and described in Resolution No. 835-65 adopted by the Board of Supervisors on December 27, 1965 and portions of the Survey Area as designated and described in Resolution No. 100-68 adopted by the Board of Supervisors on February 13, 1968. The boundaries of the Project are indicated on Map 1, Project Area Boundaries, and are more particularly described in Attachment A.

### B. Existing Conditions

The Project Area includes a chaotic combination of land uses characterized by severe conditions of blight which include industrial, commercial and residential buildings unfit and unsafe for occupancy; overcrowded dwelling units; incompatible mixtures of industrial, commercial and residential land uses; noxious odors; inadequate loading and

parking facilities; economic dislocation and stagnation; under-utilization of land; inadequate utilities; poor drainage conditions; unimproved streets; poor soil conditions; and parcels of inadequate size.

### III. BASIS FOR REDEVELOPMENT

The Agency, in accordance with and pursuant to applicable federal, state, and local laws, will remedy, or cause to be remedied, conditions causing blight presently existing in the Project. The Agency shall endeavor to fulfill its mission, which consists of the following three elements, listed below, that overlap and complement one another.

- Housing. Over its history the Agency has acted as a catalyst for the construction of more than 25,000 units of housing in the City and in recent years has been the largest local provider of funding for affordable housing in the City.
- Economic Development. The Agency has implemented economic development programs that have included job creation, assistance to minority and disadvantaged businesses, assistance in site location or relocation, and expansion of the tax base.
- Quality of Life. The Agency has invested in community improvements such as parks, cultural and art institutions and other public amenities, in order to make project areas more livable for existing residents and businesses, and to make them more attractive to potential employers and investors. These “quality of life” enhancements have proven to be successful in attracting private capital.

This Plan includes major programs for affordable housing, economic development and community enhancements to effect the implementation of the Agency’s mission in the Project.

The purposes of the Community Redevelopment Law, which will be attained through, and the major objectives of, this Plan and its major programs are:

1. Rehabilitating (i.e., altering, modernizing, and generally improving or any combination thereof) existing structures.
2. Acquisition of real property by purchase, gift, devise, exchange, condemnation or any other lawful means.
3. Relocation of the occupants presently residing in structures that are acquired or, as necessary, subject to rehabilitation.
4. Demolition, removal or clearance of certain existing buildings and structures on land acquired by the Agency.
5. Arrangement with proper authorities for the vacation and realignment of certain streets, and other rights-of-way, and the underground placement of utilities.
6. Reservation of certain areas for public streets, rights-of-way, and other public purposes.
7. Installation and relocation of necessary site improvements, utilities, and facilities.

8. Formulation and administration of rules and regulations for owner participation.
9. Formulation and administration of rules governing reasonable preference for persons who are engaged in business in the Project Area to reenter in business within the redeveloped area.
10. Sale or lease of all land acquired by the Agency for reuse in accordance with the Plan and such additional conditions as may be established by the Agency in any manner authorized by law in order to carry out the purposes of redevelopment.

#### IV. PROJECT PLAN

##### A. Objectives

The objectives of the Plan are as follows:

1. Remove structurally substandard buildings, eliminate blighting influences, remove impediments to land development, and achieve changes in land use.
2. Provide the framework within which restoration of the economic and social health of the Project and its environs will be accomplished by private actions.
3. Assist in the suitable re-establishment within and without the Project Area of businesses that will be displaced by the Project; and provide outside of the Project Area adequate re-housing opportunities for families and single individuals who will be displaced.
4. Stimulate and attract private investment, thereby improving the City's economic health, tax base, and employment opportunities.
5. Encourage the development of labor-intensive industries, including entrepreneurial, smaller industry and crafts-based businesses for the purpose of providing job training, employment, and business opportunities for residents of nearby residential districts.
6. Promote mixed-use residential with neighborhood commercial infill development along Third Street.
7. Create public amenities that facilitate transit, truck, and pedestrian travel through the area, beautify the streetscapes, maximize access to open space and the waterfront, and buffer housing, schools, parks or other "people places" from industrial uses.
8. Promote economic development that fosters clean industries, green construction techniques, and energy efficient facilities to improve the quality of life for area residents and workers.

##### B. Land Uses

The Project Area shall be redeveloped in accordance with the Land Use Plan (Map 2) and the Property Retention, Rehabilitation and Acquisition map (MAP 3), and with all standards set forth in Paragraph C of this Section. Public rights-of-way, easement lines, and land use district boundaries shall be generally as indicated on Map 1 and are subject

to adjustments at the time of detailed engineering studies. Properties designated on Map 2 for retention may continue their present uses provided the uses are compatible with the objectives and standards of the Plan. Community and public utility facilities may be located in any use district subject to the approval of the Agency. Only moving and storage services, warehouses, and trucking establishments that exist within the Project at the time the Plan is adopted will, if displaced from their present sites, be offered approximately equal new sites within the Project Area.

District 1, Light Industry. Uses shall be limited to the manufacturing, processing, assembly, or packaging of products such as furniture, cabinetwork, electronic components, household appliances, pharmaceutical goods, textiles clothing, machinery, and similar products. Other permitted uses include electrical service and repair, plumbing service and repair, household appliance service and repair, enclosed automobile service and repair, food processing and catering other than meat processing and packing, printing and publishing, industrial and technical trade schools, and similar activities.

District 2, Major Industry. Uses shall be limited to manufacturing, processing, fabricating and assembly plants, maritime-oriented establishments, printing and publishing, bottling works, industrial laundries, non-meat food processing, industrial and technical trade schools, and similar activities.

District 3, Neighborhood Commercial - Light Production and Repair. Uses shall be limited to housing, neighborhood commercial, and small-scale, light assembly, and manufacturing uses with retail components. These light production, distribution and repair (PDR) uses should create minimal toxicity, external noise and odors. Housing development in new buildings is encouraged above the second story. Dwelling unit density shall be a maximum of 1 unit per 500 square feet of lot area.

#### C. Standards for Development

Applicability of Standards. In order to achieve the objectives of the Plan, the use and development of land shall be in accordance with the standards set forth in this Paragraph C and in the Bayview Hunters Point Design Guidelines (the "Design Guidelines"). The Standards for Development and the Design Guidelines shall apply to all real property in the Project whether it is acquired by the Agency or not, subject to exceptions granted by the Agency. The amount of open space and limitations on the type, size, and number of buildings are determined by the standards on density (floor area ratio), height, bulk, off-street parking and loading, and setbacks.

General Standards. This Plan prohibits any use which by reason of its nature or manner of operation creates conditions hazardous, noxious, or offensive to the community through the excessive emission of odors, fumes, smoke, cinders, dust, gas, noise, vibration, refuse or water-carried wastes. Further, all regulations of the Bay Area Air Pollution Control District shall apply.

Density. The maximum floor area ratio within Districts 1 and 2 shall be 4:1. The maximum floor area ratio within District 3 shall be 3.6:1.

Height. The height limitation within District 1 shall be 40 feet.

The height limitation within Districts 2 and 3 shall be 65 feet. The height of buildings shall be measured from the highest sidewalk curb level adjoining the lot or parcel on which the building is located. No part of a building shall extend above a horizontal plane

established by the above height measurement except for chimneys, mechanical appurtenances, stairway bulkheads or other structures necessary to a permitted manufacturing or industrial process if not used to provide additional floor space.

**Bulk.** New construction in Districts 1 and 2 shall be governed by the bulk controls described in the City's Planning Code, Section 270, specifically controls for Height and Bulk District 65-J, with the following exceptions: (a) height limits in this Plan supersede the City's height limits, and (b) the maximum dimension for any building's length is 250 feet and the maximum diagonal dimension is 300 feet.

**Off-Street Parking.** Off-street parking spaces shall be provided as follows:

District 1 For new business development except Retail and Business Services uses: one space for each 1,000 square feet of gross floor area, where the occupied floor area exceeds 5,000 square feet. For rehabilitation and retention properties: if gross floor area is 7,500 or fewer square feet, no spaces are required; if gross floor area exceeds 7,500 square feet, one space is required for each additional 1,500 square feet of gross floor area.

District 2 For all uses except Retail and Business Services uses: one space for each 1,000 square feet of gross floor area, where the occupied floor area exceeds 5,000 square feet.

District 3 For all uses except restaurants, medical and dental offices and residential housing: one space for each 500 square feet of gross floor area, where the occupied floor area exceeds 5,000 square feet.

For restaurants: one space for each 200 square feet of total floor area used by the public, where the occupied floor area exceeds 5,000 square feet.

For medical and dental offices: one space for each 300 square feet of gross floor area.

For residential housing: minimum of one space per two units of housing with a maximum of one space per dwelling unit.

When a calculation of space requirements results in a fractional number, fractions equal to or greater than  $\frac{1}{2}$  shall be adjusted to the next higher whole number of spaces. All parking spaces and approaches shall be designed to prevent the necessity of backing vehicles from or into public streets.

**Bike Parking and Facilities.** Any properties undergoing new construction, major building renovations or changes to a surface parking lot shall provide at least 5 Class II bicycle parking facilities plus 1 additional bicycle space for every 20 automobile spaces provided.

All new developments or major renovations shall provide bike commuter shower facilities and lockers per Section 155.3 of the Planning Code.

**Off-Street Loading.** One off-street loading space shall be provided for each parcel, and one additional space is required for each 100,000 square feet of total gross floor area.

The Agency, in approving architectural plans, may require additional spaces as may be necessary to ensure proper development of the Project and may waive loading space requirements for any retention parcel having a gross floor area of 7,500 square feet or less.

When a calculation of space requirements results in a fractional number, fractions equal to or greater than  $\frac{1}{2}$  shall be adjusted to the next higher whole number of spaces. All loading spaces and approaches shall be designed so that no part of the loading operations shall occur within the public rights-of-way of Third Street, Evans Avenue, or Cargo Way.

Setbacks. Exclusive of utility easements, setbacks, landscaped with trees or designed as enhanced sidewalk space, shall be provided on parcels as follows:

- 25 feet: East side of Third Street between Burke and Galvez Avenues.
- 15 feet: North side of Evans Avenue; south side of Evans Avenue between Third and Jennings Streets; and south side of Cargo Way between Third Street and Jennings Street.

Landscaping shall be provided in the setback areas and shall be consistent with the Design Guidelines.

Properties along other streets in the Project Area (Fairfax Avenue, Newhall Street, Keith Street, Galvez Avenue, Mendell Street) may build to the property line if the ground floor uses of the building contain entrances and/or windows oriented to the street. The previously existing setbacks shall remain between the sidewalk and inactive uses such as surface parking, open storage, or blank walls of warehouse and/or industrial spaces.

Review of Architectural and Landscape Plans. The Agency shall review and approve the preliminary and final architectural and landscaping plans, including signs, fences, and walls, for all development.

In evaluating the plans, the Agency will consider, in addition to compliance with the Standards for Development and the Design Guidelines, the design, location, size, and exterior materials of buildings, preservation of views, signs, landscaping and other elements of site development. Particular emphasis will be given to the visual relationship to adjoining development and to view of the development from public rights-of-way. Because of their importance to urban design, the quantity, type and location of trees in setback areas shall receive particular attention.

In the disposition of land, the Agency may establish design criteria for specific parcels to ensure an attractive and harmonious urban design and may implement these criteria with appropriate provisions in the disposition documents.

Signs. All signs in the Project shall be designed and constructed to be complementary elements in the total environment. Each sign shall identify only the user and/or use of the particular property or portion thereof on which the sign is located. Each sign shall be of size, shape, material, color, type of construction, method and intensity of lighting, and location to be in scale and harmonious with development on its site and on adjacent sites in the Project and shall conform to guidelines established by the Agency. No roof signs shall be permitted. No sign shall move or have any moving parts.

Plans for all signs shall be submitted to the Agency. The Agency shall evaluate the plans to ensure conformity with the above provisions.

General Advertising Signs. Billboards and other general advertising signs are prohibited in the Project Area.

Storage. No parcel shall be used wholly or principally for uncovered storage of supplies, semi-finished or finished products, or any other materials including waste or refuse.

Space for uncovered storage may be permitted providing such storage is incidental to the principal operation conducted within structures on the parcel and provided further that such space is screened by an opaque fence or wall not less than six feet in height. Such wall or fence shall be of permanent construction and shall not be located within any required setbacks.

Off-Site Improvements. The Agency may require a redeveloper or an owner participant, at his own expense, to install street trees, landscaping, paving, or other improvements on property other than the site that is the subject of the sale, lease, or owner participation agreement.

Exceptions. Where undue hardships, practical difficulties, or consequences inconsistent with the general purposes of this Plan result from the literal interpretation and enforcement of the Standards for Development and the Design Guidelines and other limitations on development imposed by this Plan, the Agency's staff, upon receipt of a verified application from the owner of the property affected, stating fully the grounds of the application and facts pertaining thereto, and upon its own further investigation, may grant adjustments under such conditions and safeguards as it may determine, consistent with the general purposes and intent of this Plan, provided that in no instance will any adjustments be granted that will change the land uses of this Plan. Other basic requirements of this Plan shall not be eliminated but adjustments thereof may be permitted provided such adjustments are consistent with the general purposes and intent of this Plan.

## V. PROJECT PROVISIONS

### A. Owner Participation

To the extent compatible with the purposes of the Plan and appropriate redevelopment of the Project, and subject to rules and regulations, including standards for rehabilitation promulgated by the Agency, owners of real property in the Project may be accorded the opportunity to participate in the redevelopment of the Project. Participation shall be contingent upon execution by an owner of a binding agreement ("owner participation agreement") by which the property retained or acquired will be developed, maintained or rehabilitated for use in conformity with the Plan, the Declaration of Restrictions, and the Owner Participation Rules and Regulations promulgated by the Agency. Standards for rehabilitation will be set forth in the Owner Participation Rules and Regulations.

Owner participation necessarily will be subject to and limited by such factors as the nature, condition and use of existing improvements, the reduction of the total number of individual parcels in the Project, the elimination of certain land uses, the realignment of streets, the construction of new public facilities and improvements, and the ability of owners to finance acquisition, rehabilitation, and redevelopment in accordance with the Plan, the Declaration of Restrictions and such controls as may be found necessary to

ensure that redevelopment is carried out pursuant to the development standards of the Plan.

The Agency will not acquire real property that is retained by an owner under an owner participation agreement unless the owner fails, refuses or neglects to enter into an owner participation agreement or to perform his obligations under the agreement. In the event of failure of an owner to participate pursuant to, and in full compliance with, the terms of an owner participation agreement, the Agency, at its option, may seek specific performance of the agreement or acquire the property of such owner and thereafter sell the property for redevelopment in accordance with the Plan.

B. Rehabilitation

Existing structures in the Project that remain shall be rehabilitated in accordance with applicable current codes and ordinances of the City and the State of California as supplemented and expanded by property rehabilitation standards formulated by the Agency.

C. Land Acquisition

All real property located in the Project, except as specifically exempted herein, may be acquired by the Agency by gift, devise, exchange, purchase, condemnation, or any other lawful method. The public interest and necessity require the use of the power of eminent domain by the Agency to acquire those real properties in the Project that the Agency cannot acquire by other lawful methods.

The Agency will not acquire real property owned by public bodies which will not consent to its acquisition, provided, however, that any such public property may be acquired by the Agency if it is transferred to private ownership before the Agency completes land disposition within the entire Project, unless the Agency and the private owner enter into an owner participation agreement concerning the property.

Eminent domain proceedings to acquire property within the Project Area shall not commence after December 1, 1998, unless the Plan is amended further to extend such time.

D. Property Management

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

E. Relocation

The Agency shall assist all persons (including families, business concerns, and others) displaced by Project activities in finding other locations and facilities. In order to carry out redevelopment with a minimum of hardship to persons displaced from their homes, individuals and families shall be assisted in finding housing which is decent, safe, sanitary and within their financial means in reasonably convenient locations and otherwise suitable to their needs. The Agency will utilize aids presently available and those, which may hereafter become available through city, state and federal legislation, and for such purposes may use funds derived from any public or private source.

The Agency shall make relocation payments to families and individuals displaced by redevelopment for moving expenses and direct losses of certain personal property for which compensation is not otherwise made. Business concerns displaced by redevelopment shall likewise receive compensation and reimbursement for small business displacement, for moving expenses, and for direct losses of certain personal property otherwise uncompensated.

F. Land Disposition

All real property acquired by the Agency in the Project which is sold or leased for development or redevelopment for private uses shall be sold or leased at prices which are not less than fair value for uses in accordance with the Plan.

Purchasers or lessees of property shall be obligated, pursuant to appropriate disposition documents, to develop and use the property for the purposes designated in the Plan, to begin development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purpose of the Plan.

G. Redeveloper's Obligations

In order to provide adequate safeguards that redevelopment will be carried out pursuant to the Plan, owner participation agreements, and agreements for the disposition of land by the Agency, shall include provisions recognizing and requiring that:

1. The purchase or lease of land is for redevelopment and not for speculation and reserving to the Agency such powers and controls as may be necessary to prevent transfer, retention or use of the property for speculation purposes.
2. The land shall be built upon and improved in conformity with the Standards for Development, the Design Guidelines and the Declaration of Restrictions.
3. Preliminary and final plans and specifications for all new construction and for minor rehabilitation of existing structures, including landscaping and signs, shall be submitted to the Agency for review and approval. As part of such plans and specifications, developers and, if required by the Agency, owner participants shall submit time schedules for the commencement and completion of such improvements. All such plans and schedules shall be submitted within the time specified in the respective agreements with such developers and owner participants.
4. By and for the contracting parties, their heirs, executors, administrators and assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, creed, color, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises therein described, nor shall the contracting parties, or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, lessees, sub-lessees, or vendees in the premises described. All deeds, leases and contracts which the Agency enters into with respect to the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land in the Project shall contain the nondiscrimination and non-segregation clauses specified in Section 33436 of the California Community Redevelopment Law.

H. Utility Lines

All utility lines in the Project Area shall be placed underground.

I. Street Revisions

Evans Avenue, now 80 feet in width, shall be widened by approximately 32 feet from Third Street to Newhall Street and by approximately 26 feet from Newhall Street to a point approximately midway between Keith and Jennings Streets.

North of the projected alignment of Newhall Street, Keith Street may remain open as a public street.

Cargo Way will be redesigned to provide improved pedestrian and bicycle access between Third Street and Heron's Head Park as part of the San Francisco Bay Trail.

J. Employment

As indicated in Section IV.A, an objective in the redevelopment of the Project Area is to encourage the development of labor-intensive industries for the purpose of providing employment opportunities for residents of nearby residential districts. Accordingly, proposals by potential developers shall be evaluated by the Agency to determine the extent to which the proposals will further the achievement of the employment objective of this Plan. Such evaluations shall be included in the criteria formulated by the Agency for the selection of developers and the disposition of land.

K. Method of Financing

For the purpose of carrying out the Project, the Agency obtained a project temporary loan from the United States of America (the "Government") in the amount of Thirty Six Million Nine Hundred Twenty-two Thousand Three Hundred and Forty-three Dollars (\$36,922,343). The obligations evidencing the Agency's indebtedness to the Government for the project temporary loan shall be in a form satisfactory to the Government. The obligations will not be a debt of the City and County of San Francisco, the State of California, nor any of its political subdivisions. Neither the City and County of San Francisco, the State of California, nor any of its political subdivisions shall be liable on the obligations nor in any event shall the obligations be payable out of funds or properties other than those of the Agency, and the obligations shall so state on their face.

The purpose for which the proceeds obtained from the project temporary loan shall be spent are: (1) the acquisition of project land; (2) the expenses incurred through the relocation of persons residing in the Project; (3) the expenses relating to the razing, demolition, or removal of buildings and other improvements in the Project; (4) the expenses in connection with the disposition of project land; (5) the expenses of administering the Project, including interest charges, and other expenses necessary to effectuate the Plan.

The Agency will make payment on the project temporary loan obligations from the proceeds of the disposition of Project land estimated at Six Million Five Hundred Forty-Four Thousand Eight Hundred and Thirty-Four Dollars (\$6,544,834), and from a Capital Grant from the Government estimated at Twenty-eight Million Nine Hundred Thirty-Six Thousand Five Hundred and Eighty-Nine Dollars (\$28,936,589).

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Both the project temporary loan and the Capital Grant or Grants are to be made by the Government to the Agency under the terms of a certain Contract entered into by and between the Agency and the Government.

The Capital Grant or Grants will not be made to the Agency by the Government until local grants-in-aid have been provided, as required by the Contract referred to in the preceding paragraph of the Plan.

The site improvements and public facilities shall include, without being limited to, the items listed below for which funds are presently provided or for which funds will be provided by the Board of Supervisors of the City and County of San Francisco at the time of or in connection with the adoption of the Plan.

<u>Project</u>	<u>Estimated Cost</u>	<u>Funds Appropriated, Appropriations Pending or Funds Available When Needed</u>	<u>Estimated Local Grants-in-aid</u>
Cash And Noncash			
Diamond Heights			\$7,885,339
Embarcadero-Lower Market			7,094,680
Yerba Buena Center			25,322,201
Western Addition A-2			<u>10,133,831</u>
Subtotal			\$50,436,111*

\*Includes certain cash credits and contributions totaling \$3,971,539.

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Project	Estimated Cost	Funds Appropriated, Appropriations Pending or Funds Available When Needed	Estimated Local Grants-in-aid
India Basin Industrial Park			
NONCASH			
1. Low pressure water system	\$353,852	\$353,852	\$338,689
2. Streets	520,146	520,146	520,146
3. Sewers	451,654	451,654	448,854
4. Traffic signals	28,000	28,000	14,000
5. Street lighting	291,200	291,200	285,600
6. Policy & fire alarm system	66,711	66,711	66,711
7. Freeway ramps			
land	564,000	564,000	101,520
construction	<u>1,250,000</u>	<u>1,250,000</u>	<u>225,000</u>
Total Noncash	<u>\$3,525,563</u>		<u>\$2,000,520</u>
CASH			
REAL ESTATE			
Tax Credits	<u>\$650,000</u>		<u>\$650,000</u>
Total			
India Basin Industrial Park	<u>\$4,175,563</u>		<u>\$2,650,520</u>
Total All Projects			\$53,086,894

Amount required to finance Diamond Heights, Embarcadero-Lower Market, Western Addition A-2, and Yerba Buena Center (1/3<sup>rd</sup> of \$152,882,683 aggregate net project cost of all projects) \$50,960,894

It is recognized that the figures shown herein are estimated figures subject to revision. The extend of the City's contribution and commitment for local grants-in-aid will be contained in the Ordinance adopting the Redevelopment Plan and in the Resolution adopting the Cooperation Agreement, and in any subsequent Ordinances and Resolutions required to effect amendments thereto.

It is further recognized that the estimates regarding the disposition of land acquired by the Agency and the estimated costs of the site improvements and public facilities listed herein above are subject to further revision. In the event that the local grant-in-aid credits obtained by the provision of facilities and improvements listed herein above are not equal to one-third of the aggregate net project costs of the Embarcadero-Lower Market, the Western Addition Area A-2, the Diamond Heights, and the Yerba Buena Center, the City and County of San Francisco, subject to its fiscal laws, will provide such additional noncash and cash grants-in-aid to not less than one-third of the aggregate net project costs thereof.

L. Tax Allocation

From time to time, the Agency may issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes authorized by law. The Agency may also issue refunding bonds for the purpose of paying or retiring bonds previously issued by it.

In the event any such bonds are issued and sold, taxes, if any, levied upon the taxable property in the India Basin Industrial Park each year by or for the benefit of the State of California, City and County of Francisco, any district or other public corporation, after the effective date of the ordinance approving this Plan shall be divided as provided in Article 6, Chapter 6, Part I (the Community Redevelopment Law) of the Health and Safety Code of the State of California and Section 19 of Article XIII of the Constitution of the State of California, as follows:

- (a) That portion of the taxes which would be produced by the rate upon which the taxes levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of that property by the taxing agency, last equalized prior to the effective date of the ordinance shall be allocated to, and when collected shall be paid to the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in a redevelopment project on the effective date of the ordinance but to which that territory has been annexed or otherwise included after that effective date, the assessment roll of the county last equalized on the effective date of the ordinance shall be used in determining the assessed valuation of the taxable property in the project on the effective date); and
- (b) Except as provided in subdivision (e) or in Health and Safety Code Section 33492.15, that portion of the levied taxes each year in excess of that amount shall be allocated to and when collected shall be paid into a special fund of the redevelopment agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the redevelopment agency to finance or refinance, in whole or in part, the redevelopment project. Unless and until the total assessed valuation of the taxable property in a redevelopment project exceeds the total assessed value of the taxable property in that project as shown by the last equalized assessment roll referred to in subparagraph (a), all of the taxes levied and collected upon the taxable property in the redevelopment project shall be paid to the respective taxing agencies. When the loans, advances, and indebtedness, if any, and interest thereon, have been paid, then all moneys thereafter received from taxes upon the taxable property in the redevelopment project shall be paid to the respective taxing agencies as taxes on all other property are paid.
- (c) In proceedings for the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance, in whole or in part, the India Basin Industrial Park, the portion of taxes mentioned in subparagraph (b) above may be irrevocably pledged for the payment of the principal of and interest on the loans, advances, or indebtedness. The number of dollars of taxes which may be divided and allocated to the Agency pursuant to Section 33670 of the California Health Safety Code shall be limited to \$11.9 million.
- (d) No loans, advances, or indebtedness to finance the Project in whole or in part, shall be established or incurred by the Agency after January 1, 2004.

- (e) The Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 of the California Health and Safety Code after January 1, 2019.

M. Actions by the City

Subject to the policies and procedures established under its Charter and existing codes and regulations, the City and County of San Francisco shall aid and cooperate in the undertaking of the Project by:

1. Institution of proceedings for opening, closing, vacating, widening or changing the alignment or grade of streets and alleys and for other necessary modifications of the street layout in the Project.
2. Conveying vacated street areas (except those contemplated for retention for other public use) to the Agency without cost.
3. Institution of proceedings necessary for changes or improvements in publicly owned public utilities within or affecting the Project.
4. Approving the required sale or exchange of land by and between local public bodies and City departments concerned.
5. Approving the necessary sale or exchange of land by and between the Agency and City departments concerned.
6. Making the necessary changes in zoning use districts within the Project so as to conform to the land use and development standards of the Plan.
7. Making inspections, determinations and enforcement necessary to ensure that buildings remaining in the Project conform to all applicable codes and regulations of the City and County of San Francisco and the State of California.

N. Payment for Property Condemned

The Agency will pay the fair market value for all property acquired. In the condemnation of any real property, the Agency will comply with all the provisions of law relative to the exercise of the right of eminent domain.

O. Enforcement of Plan

The provisions of the Plan and other documents formulated pursuant thereto may be enforced by the Agency in any manner authorized by law.

P. Duration of Plan

The Plan shall be effective until January 1, 2009 except for the nondiscrimination and non-segregation provisions, which shall continue in perpetuity. Any declaration of restrictions formulated pursuant to this Plan may contain provisions for the extension of such Declaration of Restrictions for successive periods.

Q. Severability

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

R. Procedure for Amendment

This Plan may be amended by means of the procedure established in Section 33450-33458 of the California Community Redevelopment Law, or by any other procedure hereafter established by law.

S. Procedure For Variance

The land use provisions within this Plan shall be applied by the Agency in order to achieve the purposes of the redevelopment of this Project Area. In regard to variances from the land use provisions in this Plan, the Agency, in its discretion, may modify such provisions where, owing to unusual and special conditions, enforcement would result in undue hardships, or would constitute an unreasonable limitation beyond the intent and purposes of these provisions, subject to the condition that the Agency shall find and determine that such modification results in substantial compliance with the intent and purposes of these land use provisions.

ATTACHMENT A

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

COMMENCING at the point of intersection of the easterly line of Third Street with the southwesterly line of Arthur Avenue; and running thence southerly along the easterly line of Third Street to the northeasterly line of Burke Avenue; thence southwesterly along a straight line to the point of intersection of the southeasterly line of Third Street with the southwesterly line of Custer Avenue; thence southwesterly along the southeasterly line of Third Street to a line parallel with and perpendicular distant 100 feet southwesterly from the southwesterly line of Galvez Avenue; thence southeasterly along said parallel line to a point on the southeasterly line of Mendell Street; thence at a right angle northeasterly along last named line to a line parallel with and perpendicularly distant 100 feet southwesterly from the southwesterly line of Fairfax Avenue; thence at a right angle southeasterly along last said parallel line to a point on the northwesterly line of Keith Street; thence at a right angle northeasterly along last named line 100 feet to the southwesterly line of Fairfax Avenue; thence at a right angle southeasterly to the point of intersection of the southeasterly line of Keith Street and the southwesterly line of Fairfax Avenue; thence at a right angle northeasterly to the point of intersection of the southeasterly line of Keith Street and the northeasterly line of Fairfax Avenue; thence southeasterly along the northeasterly line of Fairfax Avenue to the point of intersection thereof with the southeasterly line of Lot 2 of Assessor's Block 4602A; thence northeasterly along the southeasterly line of said Lot 2 a distance of 105.25 feet, more or less, to the northeasterly corner of said Lot 2, said corner also being a point on the southwesterly line of Lot 13 of Assessor's Block 4602A; thence southeasterly along last mentioned line 26.00 feet, more or less, to the most southerly corner of said Lot 13; thence at a right angle northeasterly along the southeasterly line of said Lot 13, a distance of 100.00 feet, more or less, to a point on the southwesterly line of Evans Avenue; thence at a right angle southeasterly along last named line to the southeasterly line of Jennings Street produced southwesterly; thence at a right angle northeasterly along said production and the southeasterly line of Jennings Street to the northeasterly line of Arthur Avenue; thence at a right angle northwesterly along last named line to the easterly line of Third Street; and thence southerly along a straight line to the point of commencement.



India Basin Industrial Park - Proposed Plan Amendment  
Land Use Map

**DRAFT**




San Francisco  
Redevelopment  
Agency  
October 05, 2003



400 200 0 400 Feet

**Legend**

**Land Use**

-  CORE PDR
-  MEDIUM PDR
-  NC LIGHT PDR

