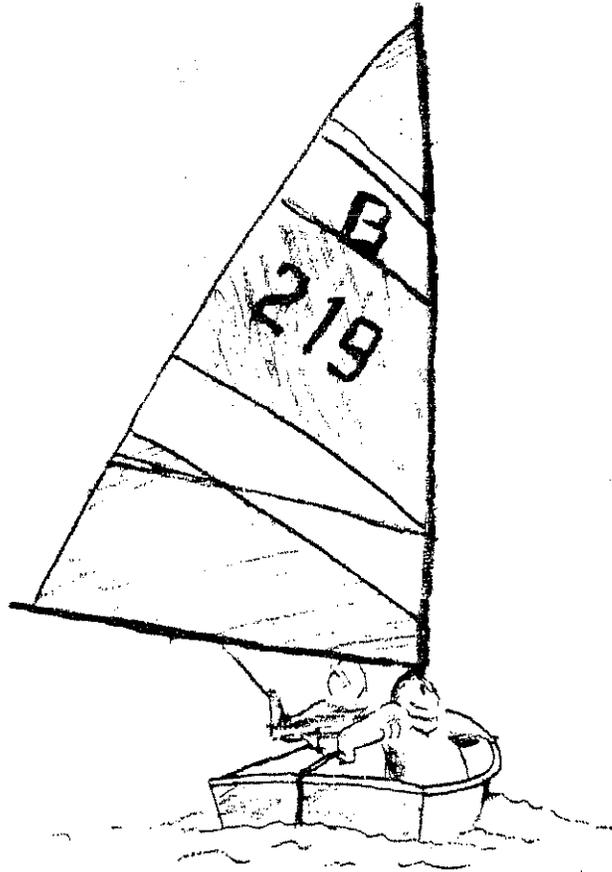


BRISBANE

bayfront plan



REDEVELOPMENT PLAN

BRISBANE COMMUNITY REDEVELOPMENT PROJECT AREA NUMBER ONE

ADOPTED BY BRISBANE CITY COUNCIL DECEMBER 6, 1976

REDEVELOPMENT PLAN
BRISBANE COMMUNITY REDEVELOPMENT PROJECT AREA NUMBER ONE

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I. INTRODUCTION

The Brisbane Community Redevelopment Project Area Number One Plan consists of text and two maps (Exhibits A & B). This Plan has been prepared by the Brisbane Redevelopment Agency, Brisbane, California, pursuant to the Constitution of the State of California, the Community Redevelopment Law of the State of California, and all applicable laws and local ordinances.

II. GENERAL DEFINITIONS

The following references will be used in this Plan unless the context otherwise requires:

- A. "Agency" means the Redevelopment Agency of the city of Brisbane, Brisbane, California.
- B. "City" means the city of Brisbane, California.
- C. "County" means the county of San Mateo, California.
- D. "General plan" means the Brisbane general plan.
- E. "Map" means the Project Boundary and Land Use map for the Brisbane Community Project Area Number One (Exhibit A).
- F. "Owner" means any individual or entity owning "real property" as defined herein.
- G. "Person" means any individual, or any public or private entity.
- H. "Personal property" means movable property, chattels, property not part of real property defined below.
- I. "Plan" means the Brisbane Community Redevelopment Project Area Number One Redevelopment Plan.
- J. "Planning Commission" means the Planning Commission of the city of Brisbane, California.
- K. "Project" means Brisbane Community Redevelopment Project Area Number One Redevelopment Plan.

- L. "Project Area" means the area included within the boundaries of the Brisbane Community Redevelopment Project Area Number One Redevelopment Plan.
- M. "Real Property" means land; including land under water and waterfront property; buildings, structures, fixtures, and improvements on the land; and property appurtenant to or used in connection with the land; every estate, interest privilege, easement, franchise, and right in land, including but not limited to rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.
- N. "Redevelopment Law" means the Community Redevelopment Law of the State of California. (California Health and Safety Code, Section 33000 et seq.)
- O. "State" means the state of California.
- P. "Zoning Ordinance" means the current Zoning Ordinance of the city of Brisbane, California.

III. PROJECT AREA BOUNDARIES

The Brisbane Community Redevelopment Project Area Number One, hereinafter called the "Project Area", is delineated on the Project Boundary Map designated as Exhibit A, attached hereto and by this reference made a part hereof, and is more particularly described as follows:

Commencing at the southwest corner of the northeast one quarter of Section 14, Township 3 south, Range 5 west, thence north along the southerly line of said quarter section north 7920.00 feet, more or less, to the line between Sections 11 and 2; thence along said section line west 2640 feet, more or less; thence north 5280 feet, more or less, to the city limits of San Francisco also being the northerly line of said Township; thence west 2300 feet, more or less, along said city limits to the westerly line of the Bayshore Freeway Route 101 right of way (450 feet wide); thence southeasterly along said right of way 4100 feet, more or less, to the northerly line of lot 30 of Section 3 of said Township; thence west along said northerly line to the easterly line of a proposed 80 foot wide street, known as Tunnel Avenue extension, thence southerly along said easterly line south 14°21'51" east 2,430 feet, more or less to the beginning of a tangent curve to the right; thence along the

arc of said curve having a radius of 550 feet through a central angle of $28^{\circ}06'26''$ for an arc distance of 269.81 feet; thence south $13^{\circ}44'35''$ west 747 feet; thence north $76^{\circ}15'25''$ west 80.00 feet; thence south $13^{\circ}44'35''$ west 80 feet, more or less, to the northerly line of Guadalupe Canal; thence along said northerly line 740 feet, more or less, to the westerly line of Bayshore Boulevard; thence along said westerly line the following courses:

1. South $45^{\circ}57'25''$ east 1610 feet, more or less, to an angle point;
2. West 90 feet, more or less, to an angle point;
3. South $45^{\circ}57'25''$ east 97.88 feet
4. Along the arc of a curve concave to the southwest having a radius of 2275 feet, for an arc distance of approximately 575 feet;
5. South $33^{\circ}44'00''$ east 229.41 feet;
6. North $56^{\circ}16'00''$ east 62.50 feet;
7. Thence along the arc of a tangent curve concave to the southwest having a radius of 1457.50 feet, through a central angle of $12^{\circ}54'56''$ for an arc distance of 324.04 feet;

Thence leaving said westerly line north $69^{\circ}10'56''$ east 125 feet to the easterly line of Bayshore Boulevard and its intersection with the northeasterly line of Assessor's Parcel No. 007-150-010, said intersection also being on the westerly line of Southern Pacific Railroad's right of way; thence along said northeasterly line south $33^{\circ}43'15''$ east 1537.52 feet; thence north $33^{\circ}17'04''$ west 235.94 feet; thence north $30^{\circ}39'02''$ west 229.71 feet; thence along the arc of a curve concave to the southwest having a radius of 2511.60 feet for a distance of 524.49 feet; thence north $85^{\circ}20'00''$ west 263.48 feet to the easterly line of Bayshore Boulevard; thence along said easterly line south $04^{\circ}40'00''$ east 108.35 feet; thence south $60^{\circ}20'30''$ east 52.08 feet; thence south $04^{\circ}05'59''$ east 59.16 feet; thence south $37^{\circ}40'00''$ east 22.00 feet; thence along the arc of a curve concave to the southeast having a radius of 762.50 feet for a distance of 380.45 feet to the westerly line of Bayshore Freeway Route 101; thence continuing along said curve and westerly line 450 feet, more or less, to a tangent; thence along said tangent of the westerly line of Bayshore Freeway Route 101 700 feet, more or less, to its intersection with the westerly prolongation of the southerly line of lot 16 of Section 15, Township 3 south, Range 5 west; thence easterly along said southerly line of lot 16, Section 15, and the southerly line of the northeast one quarter of Section 14, 3780 feet, more or less, to the point of beginning.

IV. REDEVELOPMENT OBJECTIVES

The Brisbane Community Redevelopment Project Area Number One includes the entire bay frontage of the city of Brisbane, including that area adjacent to the freeway and Sierra Point landfilled site; the Brisbane lagoon; and the southern portion of the Southern Pacific landfill located north of the Brisbane lagoon. This area is now characterized by a variety of conditions that adversely affect the economic functioning and improvement of the area, the well-being of the city, and the overall image of Brisbane. These conditions include multiple ownerships, and underwater subdivision of unusable lots, vacant and under-utilized land, inadequate vehicular and pedestrian access, unavailability of public utilities, geologic impediments, lack of public access to the bay, physical unattractiveness, and declining tax revenues (see chart on following pages).

In accordance with the provision of the California Community Redevelopment Law, the main objective of this Redevelopment Plan is to provide an improved, physical, social and economic environment within the city of Brisbane by the elimination of the economic, social and physical blight existing within the project area. Other objectives are to expand employment opportunities for jobless, underemployed and low income persons, and to provide an environment for the social, economic and psychological growth and well-being of all citizens.

To meet these goals, the following specific activities may be undertaken by the Agency:

A. The provision of vehicular and pedestrian access to the project area, including the construction of roads, a freeway interchange, and pedestrian and bicycle paths. An integrated approach to transportation including the provision of a ferry terminal, train depot and heliport, in addition to the road network for vehicular access and the trail system for pedestrians and bicycles.

B. Construction of public utilities so as to provide their availability to the Project Area.

C. Beautification and enhancement of the Project Area to create an improved visual environment and to promote comfort, convenience, safety, and visual unity in the Project Area through the provision of landscaping, well designed roads, construction of carefully controlled and

ANALYSIS, ASSESSED VALUE

The following is a comparative analysis of the assessed value for the past five year period. Properties marked * are located partly in and partly out of the project area; the amount indicated is the prorated value of that portion of the lot located in the project area.

| <u>PARCEL NO.</u> | <u>S.B.E. NO.</u> | <u>76/77</u> | <u>75/76</u> | <u>74/75</u> | <u>73/74</u> | <u>72/73</u> |
|-------------------|-------------------|--------------|--------------|--------------|--------------|--------------|
| 23 S.P.* | 872-41-23J | 20,017 | 55,440 | 55,440 | 55,440 | 55,440 |
| 24 S.P. | 872-41-23J | 4,030 | 16,100 | 16,100 | 16,100 | 16,100 |
| 25 S.P.* | 872-41-23J | 56,054 | 54,980 | 54,980 | 54,980 | 142,620 |
| 16 S.P. | 872-41-24C | 3,780 | 43,750 | 43,750 | 43,750 | 43,750 |
| 17 S.P. | 872-41-24D | 4,190 | 48,400 | 48,500 | 48,500 | 48,500 |
| 18 S.P. | 872-41-24D | 40 | 500 | 500 | 500 | 500 |
| 31 S.P.* | 872-41-23M | 122,747 | 137,360 | 147,230 | 147,230 | 214,940 |
| 32 S.P. | 872-41-23M | 123,510 | 203,510 | 203,510 | 203,510 | 674,510 |
| 005-165-010 | | 10 | 100 | 100 | 100 | 40 |
| 005-162-190 | | - | - | - | - | - |
| 005-162-200 | | 6,775 | 6,775 | 6,775 | 6,775 | 6,325 |
| 005-162-280 | | 3,175 | 3,175 | 3,175 | 3,175 | 3,225 |
| 005-221-010 | | 325 | 325 | 325 | 325 | 325 |
| 005-223-030 | | 500 | 500 | 500 | 500 | 500 |
| 005-223-050 | | 958 | 958 | 958 | 958 | 958 |
| 005-223-060 | | 75 | 75 | 75 | 75 | 75 |
| 005-223-070 | | 160 | 160 | 160 | 160 | 160 |
| 005-223-080 | | 40 | 40 | 40 | 40 | 40 |
| 005-224-010 | | 2,230 | 2,085 | 1,925 | 1,860 | 1,710 |
| 007-134-010 | | - | - | - | - | - |
| 007-135-010 | | 35 | 35 | 35 | 35 | 35 |
| 007-136-010 | | 10 | 10 | 10 | 10 | 10 |
| 007-136-020 | | 10 | 10 | 10 | 10 | 10 |
| 007-136-030 | | 10 | 10 | 10 | 10 | 10 |
| 007-136-040 | | 10 | 10 | 10 | 10 | 10 |
| 007-136-050 | | 20 | 10 | 20 | 20 | 20 |
| 007-137-010 | | 10 | 15 | 15 | 15 | 15 |
| 007-138-010 | | 10 | 10 | 10 | 10 | 10 |
| 007-138-020 | | 10 | 10 | 10 | 10 | 10 |
| 007-138-030 | | 10 | 10 | 10 | 10 | 10 |
| 007-143-010 | | 10 | 10 | 10 | 10 | 10 |
| 007-143-020 | | 10 | 10 | 10 | 10 | 10 |
| 007-143-030 | | 10 | 10 | 10 | 10 | 10 |
| 007-143-040 | | 10 | 10 | 10 | 10 | 10 |
| 007-143-050 | | 10 | 10 | 10 | 10 | 10 |
| 007-143-060 | | 10 | 10 | 10 | 10 | 10 |

| | | | | | |
|--|----------------|----------------|----------------|----------------|------------------|
| 007-143-070 | 10 | 10 | 10 | 10 | 10 |
| 007-143-080 | 10 | 10 | 10 | 10 | 10 |
| 007-143-090 | 10 | 10 | 10 | 10 | 10 |
| 007-147-010 | 10 | 10 | 10 | 10 | 10 |
| 007-147-030 | 10 | 10 | 10 | 10 | 10 |
| 007-148-010 | 10 | 10 | 10 | 10 | 10 |
| 007-148-020 | 10 | 10 | 10 | 10 | 10 |
| 007-148-030 | 10 | 10 | 10 | 10 | 10 |
| 007-148-040 | 10 | 10 | 10 | 10 | 10 |
| 007-172-050 Sunset Scaveng. | 375 | 9,800 | 9,800 | 9,800 | 9,800 |
| 007-172-060 | 500 | 13,000 | 13,000 | 13,000 | 13,000 |
| 007-172-100 | <u>253,000</u> | <u>253,000</u> | <u>253,000</u> | <u>253,000</u> | <u>253,000</u> |
| TOTAL | <u>602,776</u> | <u>850,313</u> | <u>860,133</u> | <u>860,068</u> | <u>1,485,808</u> |
| Increase (Decrease) from prior year | (29%) | (1.1%) | None | (42%) | |

architecturally meritorious structures and development of public plazas, walkways and open spaces.

D. Creation of off-street parking facilities.

E. Development of a wide variety of recreational uses, including public access to the bay in the form of a fisherman's park, a public park, trails and paths for pedestrians and bicycles, a publicly owned marina, convention facilities, swimming, fishing and non-motorized boating in the Brisbane lagoon, and a golf course.

F. Provision of public facilities which will be needed to support the Project Area, which public facilities may include any building, facility, structure or other improvement reasonably required to provide recreational facilities, open space, utilities, a public services complex containing a fire station and possibly police offices and other public services, harbor master and other structures accessory to the marina, and other reasonably required public buildings, facilities, structures or improvements.

G. Provision of expanded employment opportunities during the construction phase and on an on-going basis in the recreational, commercial, and public facilities to be provided in the Project Area.

H. In the course of carrying out any of the foregoing activities, the agency may acquire property and install and construct any building, facility, structure, or other improvement identified above or reasonably required to carry out the activities set forth in the paragraphs above, so long as such acquisition, installation or construction is in accordance with the Community Redevelopment Law.

V. REDEVELOPMENT TECHNIQUES TO ACHIEVE PLAN OBJECTIVES

A. General

The Agency, in accordance with and pursuant to applicable state and local laws, proposes to strive for economic, social and physical revitalization and beautification within the Project Area by:

1. Providing open space, including streets and other public grounds and space around buildings, park areas, a fisherman's park, water recreational facilities, and a golf course.

2. The provision of public buildings, structures and improvements, and improvements of public grounds.

3. Acquisition of real property and/or rights to use real property.

4. Provision of road access and utilities which are not now available to major portions of the Project Area.

5. Site preparation, installation and construction of streets, sidewalks, parking facilities, utilities, landscaping and other off-site and on-site improvements.

6. Disposition of property for uses in accordance with this Plan.

B. Public Improvements

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvement and public utilities (within or outside the Project Area) necessary to carry out this Plan. Such public improvements include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, buildings, parks, off-street parking, plazas, playgrounds, landscaped areas, and freeway on and off ramps.

C. Participation by Owners and Business Tenants

1. Opportunities for Owners and Business Tenants

The Agency shall extend reasonable preferences to persons who own property or are engaged in business in the Project Area, to continue to own property or re-enter in business within the Project Area if they meet the requirements prescribed in this Plan. For that purpose the Agency has adopted Rules to Implement Preference to Existing Businesses and Owner Participants in the Brisbane Community Redevelopment Project Number One, which are available for public inspection.

It is the policy of the Agency to minimize acquisition of private property when possible and to vigorously pursue the encouragement of participation of existing property owners and businesses within the Project Area. Said participation shall be pursued by the Agency

where consistent with this Redevelopment Plan by allowing owners of parcels of real property to: retain all or a portion of their properties; to acquire adjacent or other properties in the Project Area; and to upgrade and develop their property in conformance with this Plan.

a. The Agency may determine either on its own direction or pursuant to request of a property owner, that certain property within the Project Area conforms or substantially conforms to this Plan and the owners of such properties will be permitted to remain as conforming owners without an owner-participation agreement with the Agency, provided such owners continue to operate and use the property in conformance with this Plan.

b. The Agency may also determine either in its own direction or pursuant to request of a property owner that certain property within the Project Area does not conform to this Plan and the owners of such properties will be required to enter into an owner-participation agreement with the Agency. Each property in the Project Area shall be considered to conform to this Plan until and unless the Agency has determined by resolution that such property does not conform to this Plan. In the event that any property owner desires Agency determination that his property conforms to the Plan, that property owner can request such determination as set forth in Section V, E, 1 of this Plan.

2. Rules for Participation Opportunities, Priorities and Preferences

Owners of property and business tenants may participate in the redevelopment of property in the Project Area in accordance with Rules to Implement Preference to Existing Businesses and Owner Participants in the Brisbane Community Redevelopment Project Number One, as adopted or subsequently amended by the Agency. In general, these rules provide that, in the event of displacement as a result of Agency activities, existing business owners and business tenants within the Project Area shall be given preference for re-entry into business within the redeveloped Project Area. Owners will be required to submit proof to the Agency of their qualifications and financial ability to carry out their agreement with the Agency.

3. Participation Agreements

Each property owner, not a conforming owner,

shall enter into a binding agreement with the Agency by which the property owner agrees to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. Such agreements will be prepared by the Redevelopment Agency after consultation with the property owners. Agreements will contain a list of minimum improvements to be made for the specific property to which it applies.

In such agreements, property owners (participants) who retain real property shall be required to join in the recordation of such documents as are necessary in the determination of the Agency to make the provisions of this Plan applicable to their properties.

In the event a participant fails or refuses to rehabilitate or develop his or her property pursuant to this Plan and/or an owner-participation agreement, the Agency is authorized but is not required to acquire the real property or any interest therein which, if acquired, may be sold or leased for rehabilitation or development in accordance with this Plan and the rules for owner participation.

It is anticipated that the acquisition of real property within the Project Area will be limited and that the Agency's power of eminent domain will be used only in those rare instances in which the Agency determines that the acquisition of certain real property is necessary and is in the best interest of the Project. The Agency shall not acquire conforming property through the use of eminent domain.

D. Rehabilitation and Moving of Structures by the Agency

1. Rehabilitation

The Agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area acquired by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not acquired by the Agency.

2. Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move or to cause to be moved any building or other structure to a location within or outside the Project Area.

E. Property Acquisition

1. Acquisition of Real Property

Except as specifically exempted herein, the Agency may acquire or obtain options to acquire, but is not required to acquire or obtain options to acquire, any or all real property located in the Project Area, by gift, devise, exchange, purchase, eminent domain, or any other lawful method. The Agency may also acquire any other interest in real property less than a fee interest.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute the Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area. However, said power of eminent domain will not be exercised when:

a. The property in question is improved with a structure and the Agency has determined by resolution that the rehabilitation of the structure and its proposed use is consistent with the objectives of the Plan and that such rehabilitation is in the best interests of the Project and the owner has thereafter entered into an owner-participation agreement with the Agency and is faithfully performing under the terms of the agreement.

b. The property in question is improved by a structure and the Agency had determined by resolution that said structure and its use is consistent with the objectives of the Plan, that such property conforms to the Plan and that no owner-participation agreement is necessary so long as the structure is adequately maintained and properly landscaped.

c. The owner of the property in question has entered into an owner-participation agreement with the Agency and is faithfully performing under the agreement.

d. The property in question is owned by a public body.

Prior to any acquisition through eminent domain the Agency shall adopt a resolution declaring a need to acquire any specific property and authorizing the acquisition by such a method.

2. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by lawful means.

F. Relocation of Residents and Businesses Displaced

There are no residents in the Project Area. There may be one business use of the sewage treatment plant. It is the intent of the Agency that the displacement of businesses will be pursued only when determined by the Agency to be essential to the successful implementation of the Plan. If undertaken, the relocation of businesses will be subject to the following standards:

1. Assistance in Finding Other Locations

The Agency shall assist in finding other locations and facilities. Such facilities shall be decent, safe, sanitary, within the business' financial means, in reasonable convenient locations, and otherwise suitable to its needs.

2. Relocation Payments

The Agency may pay reasonable moving expenses to persons (including families, business concerns, and others) displaced by the Project. The Agency may make such relocation payments for moving expenses where the Agency determines it is in the best interest of the Project and not to do so would create a hardship on the persons involved. The Agency may make such other payments as may be in the best interest of the Project and for which funds are available. The Agency shall make all relocation payments required by applicable law.

G. Demolition, Clearance, Building and Site Preparation

1. Demolition and Clearance

The Agency is authorized to demolish, clear or move buildings, structures, and other improvements from any real property owned or acquired by the Agency in the Project Area as necessary to carry out the purposes of this Plan.

2. Preparation of Building and Development Sites

The Agency is authorized to prepare or cause to be prepared as building and development sites any real

property in the Project Area owned or acquired by the Agency.

H. Property Disposition and Development

1. Real Property Disposition and Development

a. General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property.

To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated leases or sales without public bidding.

All real property acquired by the Agency in the Project Area shall be sold or leased for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

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

b. Purchase and Development by Participants

Pursuant to the provisions of this Plan and the rules adopted by the Agency, the Agency may offer real property in the Project Area

for purchase and development by owner and business-tenant participants prior to the time that real property is made available for purchase and development by persons who are not owners or business-tenants in the Project Area.

c. Purchase and Development Documents

To provide adequate safeguards to insure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the Zoning Ordinance, use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, religion, sex, or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer or use, occupancy tenure or enjoyment of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law, and as set forth herein.

Appropriate covenants running with the land which will prohibit such restrictions shall be included in the disposition documents.

d. Development

To the extent now or hereafter permitted by law, the Agency is authorized to pay for all or part of the value of the land and cost of the installation and construction of any building, facility, structure, or other improvements either within or outside the Project Area for itself or for any public body or entity to the extent that such improvements would be of benefit to the Project Area.

During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed and that development in the Project Area is proceeding in accordance with development documents and time schedules.

The Agency shall require that development plans on property acquired from Agency or on property subject to an owner-participation agreement be submitted to it for review and approval. All development must conform to this Plan and all applicable Federal, State and local laws, except as such may be modified by requirements of this Redevelopment Plan or Agency agreements entered into to carry out the purposes of this Plan.

e. Obligations to be Imposed on Redevelopers

Purchasers of land acquired from the Agency or subject to an owner-participation agreement within the Project Area shall be required to develop such land in accordance with the provisions of this Plan. No building, sign or structure shall be constructed upon any part of such land unless architectural plans and specifications, showing the nature of such construction, parking, loading, surface treatment and landscaping, the location and orientation of structure(s) on the building site and,

when requested, the grading plans, soil reports and geologic reports for the building site to be built upon, shall have been submitted to, reviewed and approved in writing by the Agency or its authorized designee. The Agency shall have the right to refuse to approve any such plans or specifications when in the opinion of the Agency such plans or specifications do not conform with the conditions and objectives of the Plan.

Acquirers, users or developers of land acquired from the Agency or subject to an owner-participation agreement within the Project Area must commence the erection of any building, prosecute diligently the work thereon and complete it within such reasonable period of time as agreed upon with the Agency.

The acquirer, user, or owner shall be responsible for complying with all applicable State and local laws, ordinances and codes, in effect from time to time, not superseded by this Plan.

2. Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

I. Prevention of Discrimination

1. Redevelopment

The redeveloper shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, ancestry, sex, or national origin, in the sale, lease or occupancy of the property.

Pursuant to California Health and Safety Code Sections 33337 and 33435-33436, all deeds, leases or contracts entered into by the Agency relating to the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any land, or any interest therein acquired by the Agency within any survey area or redevelopment project, shall include the pertinent

provisions of Section 33436 in substantially the form set forth therein, and any such contract shall further provide that the provisions of said Section 33436 shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties and all other transferees under the instrument.

2. Contracts

All deeds, leases or contracts for the sale, lease, sublease or other transfer of any land in the Project Area shall contain the following non-discrimination clauses as prescribed by California Health and Safety Code, Section 33436:

In deeds the following language shall appear:

"The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, religion, sex, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases, the following language shall appear:

"The lessee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions: "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, religion, sex, ancestry, or national origin, in the leasing, subleasing, transferring, use,

occupancy, tenure, or enjoyment, of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

3. Duration

The covenants in deeds, leases, and contracts from or with the Agency, with respect to Prevention of Discrimination, shall remain in effect in perpetuity.

J. Cooperation with Public Bodies

Certain public bodies are authorized by State law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency by law is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan to insure that present uses and any future development by public bodies conform to the requirements of this Plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation in the Project.

K. Property Management

During such time as property in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

In any year during which the Agency owns property in the Project Area, the Agency may, but shall not be required to, pay to the City of Brisbane, San Mateo County, public district, public entity, or other public corporation which would have levied a tax upon such property had it not been

exempt, an amount of money in lieu of taxes; provided that no such payment shall be made for any period during which such property is devoted to a public use.

VI. LAND USES, CONTROLS AND PROCESSING

The permitted land uses of the Redevelopment Plan are consistent with and conform to the Brisbane general Plan.

A. Map

A land use map showing the permitted land uses and major circulation routes within the Project Area is attached hereto as Exhibit B.

B. Land Uses

The areas designated on the attached Exhibit A shall be developed or redeveloped for the uses there designated as is more fully set forth below, and such other uses as are reasonably related thereto, but in no event shall any housing uses be included. In addition to the provisions of this plan, all requirements of the Zoning Ordinance of the city of Brisbane, shall apply to the development.

1. Marina

A marina with 600 to 650 berths, to be publicly owned and operated, shall be developed with a harbor master's facilities, adequate automobile parking, space for commercial boats, and other marina-related facilities such as dry boat storage, fuel dock, boat launch facility, yacht brokerage office, ship chandlery, sailing school, yacht club, boat rental office, retail fish store, fishing equipment sales and rental facilities, and other similar uses directly related to the operation of a public marina. Also included are light industrial uses directly related to the boat industry, covering approximately twenty thousand square feet.

2. Recreation

a) A swimming and tennis complex, consisting of indoor and outdoor facilities, providing for both public and private use of the facilities.

b) A fifteen to twenty acre public park.

c) Ten to twenty acres adjacent to the marina, to include the landscaped parking and recreational facilities noted above under "1. Marina."

d) Pedestrian and bicycle paths around the perimeter of the Sierra Point site.

e) A landscaped fisherman's park, from Sierra Point north to the northerly city limits, with hiking and bicycle paths, and occasional fishing piers.

f) The Brisbane lagoon and its frontage will be developed for recreational purposes, to include swimming, fishing and boating for row boats and other non-motorized small craft, including "cartop" sailboats. Also included will be picnic facilities, restroom facilities and concession stands. As part of the Redevelopment program, water quality improvement activities will be undertaken as may be necessary to provide for recreational uses.

g) A golf course or other recreational facility will be constructed north of the Brisbane lagoon and its recreational facilities.

3. Convention Center - Hotel

A convention center will be built capable of accommodating three thousand persons. Other aspects of the convention center may include exhibit halls, theater for the performing arts, and other normal attendant services such as banquet facilities, etc. The convention center may be a public or private facility, or combination public and privately owned facility. The hotel complex will include a hotel or hotels totalling one thousand hotel rooms. Normal supplementary facilities and support commercial facilities will be provided within the hotel complex, in addition to the commercial areas mentioned below. Maximum advantage shall be taken of the access to the water and the view of the bay, the marina, and other scenic aspects of the site. The hotel shall also be designed as part of, or so as to be convenient to, the convention center.

4. Commercial

Commercial uses will be established to supplement the hotel, convention center, and marina uses so as to provide a complete experience for the visitor to the site. The commercial uses will include a minimum of fifty thousand square feet of retail space, a minimum of fifty thousand square feet of office space, approximately sixteen thousand square feet of commercial uses directly related to the marina and referred to above under "1. Marina," approximately

nine restaurants, and a service station.

5. Transportation

Regional transportation facilities are included in the plan in the way of a freeway interchange, a passenger depot for Southern Pacific trains, heliport, and a ferry terminal. These facilities will assure a multi-modal access to the property and recognition of the regional nature and significance of the project.

6. Agriculture

As an interim use, acceptable any place in the project site, subject to review and approval by the Planning Commission, agricultural uses may be allowed so as to make optimum use of the property during the time between approval of the project and actual construction of other approved uses.

7. Public Service Complex

A complex including a fire station and possibly including a police station and/or other civic facilities, as necessary to serve the site. Additional detailed studies are required before construction but the most appropriate site appears to be near the northwesterly corner of the Brisbane lagoon.

8. Principal Streets

The principal streets within the project area are indicated on the attached Exhibit B. Additional public and private streets on Sierra Point will be provided as needed for proper development. Standards for these additional public and private streets will be as indicated in the circulation element of the general plan and as approved by the Planning Commission, Redevelopment Agency and City Council.

C. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of the Plan except in conformance with the provisions of this Plan and any standards or guidelines which may be adopted by the Agency to assist in implementation of the Plan, the Zoning Ordinance of the city of Brisbane, all applicable State and local laws.

1. Density, Intensity, Coverage and Open Space

Density, intensity, coverage and open space shall comply with the density, intensity and coverage limitations and open space requirements, including lot and yard requirements, height limits and other controls, imposed by the Zoning Ordinance of the City of Brisbane as exists or is hereafter amended. The Agency is authorized to adopt additional, more restrictive standards related to density, intensity, coverage and open space.

2. Off-Street Parking

Off-street parking shall comply with the Off-Street Parking Regulations of the city of Brisbane as they exist or are hereafter amended. The Agency is authorized to adopt additional, more restrictive standards related to off-street parking.

3. Signs

Signs shall comply with the Sign Regulations of the city of Brisbane, as they exist or are hereafter amended. The Agency is authorized to adopt additional, more restrictive standards related to signs.

4. Utilities

The Agency will require that utilities be placed underground when physically and economically feasible.

5. Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, religion, sex, or national origin, permitted, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

6. Additional Standards or Guidelines for Development

Within the limits, restrictions, and controls established in the Plan, the Agency is authorized to establish such additional standards or guidelines as it determines to be necessary to implement the Plan, which may include, but which are not limited to, building heights and bulk, building coverage, design criteria, architectural character, landscaping character, sign character, traffic circulation, ingress and egress.

7. Variations

Under exceptional circumstances, the Agency is authorized to permit variations from the limits, restrictions, and controls established by the Plan or by any standards or guidelines which may be adopted by the Agency to assist in implementation of this Plan. In order to permit such a variation, the Agency must determine that:

a. The application of one or more of the provisions of this Plan would result in unnecessary hardship to the property owner; and

b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls; and

c. Permitting a variation from the limits, restrictions, or controls of this Plan will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and

d. Permitting a variation will not be contrary to the objectives of this Plan.

No such variation shall be granted which changes a basic land use pursuant to this Plan or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the objectives of the Plan.

D. Development Processing

All proposed development in the Project Area must conform to this Plan. For the purposes of this section, development includes use permits, site plan reviews, sign permits, zone changes, variances to development regulations, lot splits, subdivisions, and such other activities that may be determined by the Agency.

The procedure for filing, processing and appeal of an application for a proposed development shall be in accordance with the established procedures of the City. Each application

for a proposed development shall be referred by the Planning Director or other responsible official, to the Executive Director (or the authorized designee of the Executive Director) for review to determine if the proposed development conforms to the Redevelopment Plan or any standards or guidelines which may be adopted by the Agency to assist in implementation of this Plan. The Executive Director (or authorized designee of the Executive Director) shall respond in writing to the referral and shall recommend:

1. Approval of the application as submitted, or
2. Approval of the application with specified modifications or conditions, or
3. Denial of the application with reasons therefor.

VII. NEIGHBORHOOD IMPACT STATEMENT

The purpose of this section is to give a general description of the potential impact of the Project upon the surrounding neighborhood. There are no residents within the Project Area. The impacts which are briefly considered here will be assessed in greater detail in the environmental impact report which must be prepared in conjunction with the final redevelopment plan.

The Project is designed to eradicate the areas of economic and physical under-utilization of property, and depreciated values, by providing public facilities. Vehicular access is needed to the property by means of a freeway interchange and other access roads, before the property may be utilized. Legal and physical access must be provided for recreational use of the Brisbane lagoon, for the golf course, and for both public and private facilities to be provided on Sierra Point. The area to be developed into a golf course, and the Sierra Point site are areas which pose unusual construction requirements because of the underlying strata of garbage fill.

The land fill areas are devoid of any natural growth with the exception of some grasses. This visual unattractiveness is to be removed at the same time as the necessary public facilities are provided for the properties.

Inasmuch as there are no residents in the Project Area, no relocation will be required.

It is reasonable to expect that all residents of Brisbane will benefit from the Project. The employment base will be expanded, recreational facilities will be provided, needed

facilities for the public such as the marina, the convention center, the golf course, and other recreational facilities will greatly expand the availability of these uses not only to Brisbane residents, but to residents of the entire region. Revenues to the City will be increased by increased sales tax revenues, transient occupancy taxes and other revenues.

The Project will result in increased traffic, but its physical separation from the residential portion of the City should result in a minimal intrusion in the residential community.

The additional growth in the Project Area will place an increased burden on public services and utilities, although it has been designed in such a way as not to impact existing developed areas of the community. Lack of residential development on the site will result in no impact on school facilities.

The Project is anticipated to be financed substantially by tax increment funding. In this, there will be the least burden in taxes to the owners of property within the Project Area, as well as to the general property taxpayer in Brisbane. Upon completion of the Project, sales tax and property tax revenues to the City and other taxing agencies should be substantially increased.

VIII. FINANCING OF THE PROJECT

A. General Description of the Proposed Financing Method

Upon adoption of this Plan by the City Council, the Agency is authorized to finance this Project with financial assistance from the city of Brisbane, State of California, United States Government, property tax increments, interest income, Agency notes and bonds, or any other available source.

The advances for survey and planning and the operating capital for administration of this Project may come through loans from the City. Such loans shall be on terms established by the City and the Agency. The City may also supply additional assistance through City loans and grants for various public facilities.

As available, gas tax funds from the State of California and San Mateo County may be used toward the cost of the street system and related improvements. There will also be some revenue accruing to the Project from interest earned on investments of Agency funds. State funds in the form of low interest loans and grants will be utilized as available in connection with dry land and water related projects.

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

B. Tax Increments

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, San Mateo County, city of Brisbane, district, or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by, or for, each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project (as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency), last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by, or for, said 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 of the Redevelopment Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of San Mateo County last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on the effective date; and

2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the 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 Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed valuation of the taxable property in the Redevelopment Project exceeds the total assessed value of the taxable properties in such Project as shown by the last equalized assessment roll referred to in paragraph (1) hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

3. The portion of taxes mentioned in paragraph (2) above may be irrevocably pledged by the Agency for the payment of the principal of and interest on money advanced, loans, or any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance in whole or in part, the Brisbane Community Redevelopment Project Number One.

The Agency is authorized to make such pledges as to specific advances, loans, indebtednesses, and other obligations as appropriate, in carrying out the Project.

C. Other Loans and Grants

Any other loans, grants or financial assistance from any other public or private source may be utilized if available.

D. Limitations on Financing

1. Number of Tax Dollars to be Divided and Allocated

The number of dollars of taxes which may be divided and allocated to the Agency pursuant to this redevelopment plan shall be limited to an amount not greater than \$2.1 million per year for the life of the project expressed in 1976 dollars and adjusted annually thereafter for changes in the San Francisco-Oakland Metropolitan Area Consumer Price Index as maintained by Bureau of Labor Statistics, U.S. Department of Labor. Taxes shall not be divided and shall not be allocated to the Redevelopment Agency beyond such limitation, except by amendment of this redevelopment plan.

2. Time Limit on Establishment of Loans, Advances and Indebtedness

A time limit on the establishment of loans, advances and indebtedness to finance in whole or in part this redevelopment plan is established as seven years from the date of its adoption. Such loans, advances or indebtedness may be repaid over a period of time longer than such time limit. No loans, advances, or indebtedness to be repaid from such allocation of taxes shall be established or incurred by the Agency beyond seven years. This time limitation may be extended only by amendment of this plan. This limitation does not apply to the annual administrative operating budget of the Agency.

3. Time Limit for Commencement of Eminent Domain Proceedings

A time limit of twelve years is established for

commencement of eminent domain proceedings to acquire property within the Project Area. This time limit may be extended only by amendment of this Plan.

4. Limit on the Amount of Bond Indebtedness

The amount of bonded indebtedness which can be outstanding at one time is fifteen million dollars. This limit may be exceeded only by amendment of this Plan.

IX. ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of the Plan and to prevent the recurrence or spread in the area of conditions causing blight. Action by the City may include, but will not be limited to, the following:

A. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City shall include proceedings for the abandonment and relocation of public utilities in the public rights-of-way as appropriate to carry out this Plan.

B. Initiation and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within or affecting the Project Area.

C. Initiation of proceedings for revision of zoning, where necessary within the Project Area, to permit the land uses and development authorized by this Plan.

D. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls, within the limits of this Plan, upon parcels in the Project Area to ensure their proper development and use.

E. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.

F. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area, to be commenced and carried to completion without unnecessary delay.

X. ENFORCEMENT

After development, the administrative enforcement of this Plan or other documents implementing this Plan shall be performed by the City or the Agency.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by Court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area, may be enforced by such owners.

XI. DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made effective for 45 years from the date of adoption of this Plan by the City Council.

XII. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Redevelopment Law (see California Health and Safety Code Sections 33450 to 33458), as the same now exists or as hereafter amended, or by any other procedure hereafter established by law.

Except where limited by the clear wording of this Plan, the Agency may use, however, any other means now or hereafter provided by the California Community Redevelopment Law to carry out the objectives of this Plan.

LAND USE

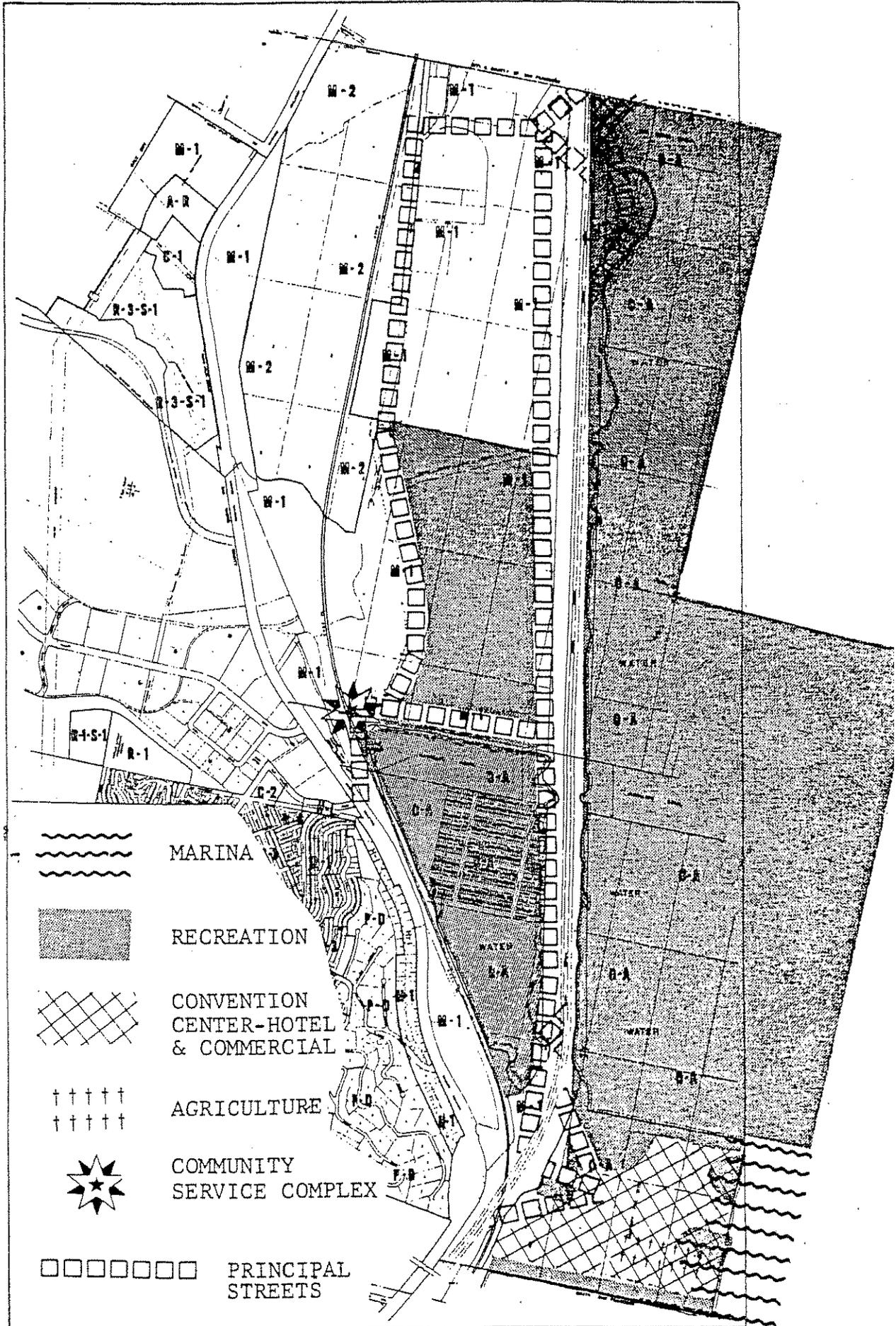
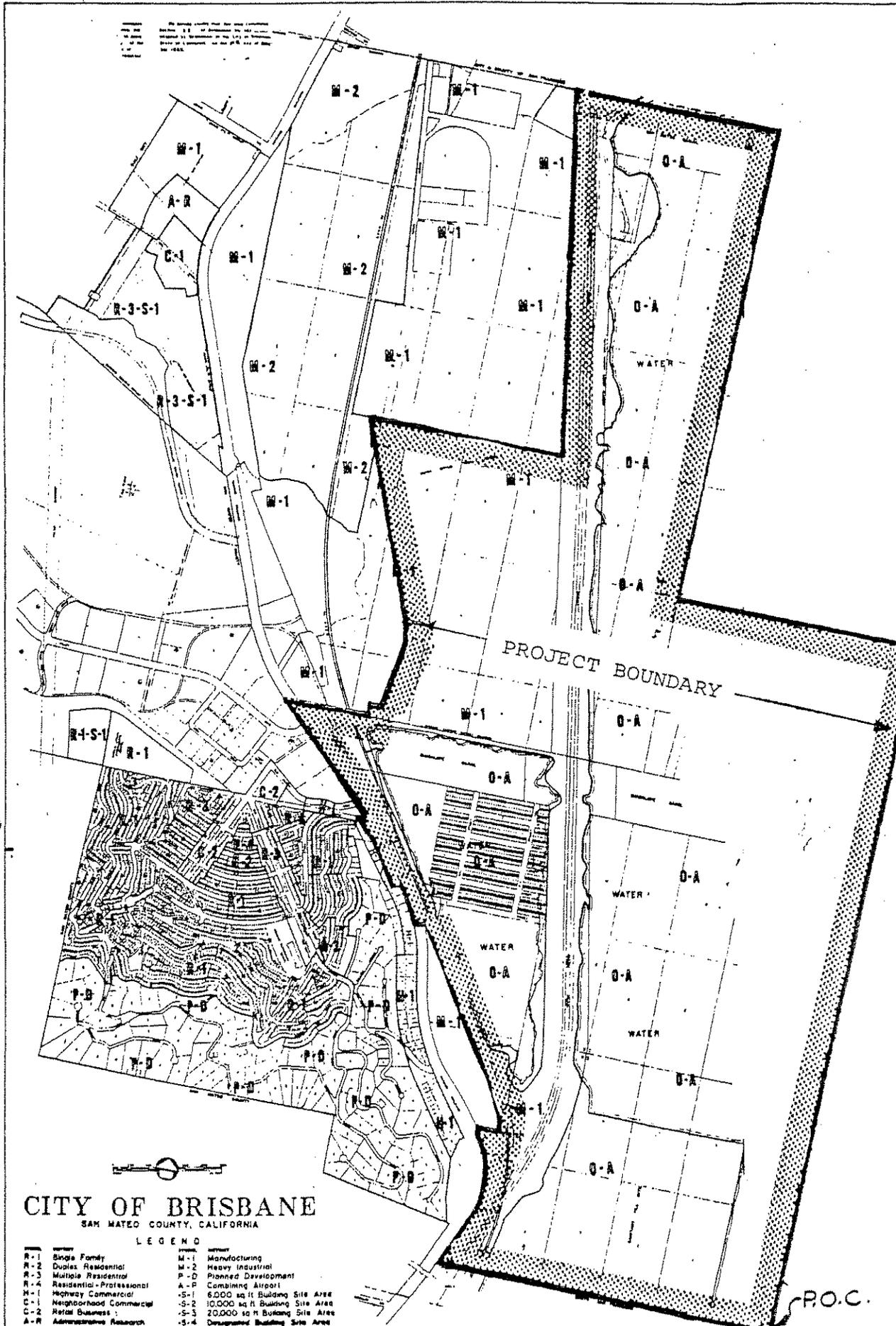


EXHIBIT B



The zoning districts shown on this map are based on the zoning ordinance of the City of Brisbane, California, as amended to date. The zoning ordinance is available in the City of Brisbane, California, and is subject to change without notice.

CITY OF BRISBANE
 SAN MATEO COUNTY, CALIFORNIA

LEGEND

| | | | |
|-----|----------------------------|------|---------------------------------|
| R-1 | Single Family | M-1 | Manufacturing |
| R-2 | Duplex Residential | M-2 | Heavy Industrial |
| R-3 | Multiple Residential | P-D | Planned Development |
| R-4 | Residential - Professional | A-P | Combining Airport |
| H-1 | Highway Commercial | -S-1 | 6,000 sq ft Building Site Area |
| C-1 | Neighborhood Commercial | -S-2 | 10,000 sq ft Building Site Area |
| C-2 | Retail Business | -S-3 | 20,000 sq ft Building Site Area |
| A-R | Administrative/Retainment | -S-4 | Designated Building Site Area |

P.O.C.