

Summary of Comments on 1992 Development Agreement

http://www.laplayaheritage.com/Documents/CITY%20OF%20SAN%20DIEGO/NBC_1992_Development_Agreement.pdf

Page: 1

Adopting a Development Plan and Urban Design Guidelines for the Redevelopment of the Navy Broadway Complex

Page: 2

Everything in accordance with CCDC guidelines.

The Navy does not need city permits for their new building.

There are no need for discretionary permits. Only ministerial permits are required.

Ministerial permits are needed only for new non-Navy related buildings.

Page: 3

Broadway Complex Coordinating Group.

Development Plan and Urban Design Guidelines - Land Use, Density, Viewscapes, Building Heights, Open Space, etc.

Page: 4

The City duty is to enhance its ability to improve the quality of its planning efforts in the Central Bayfront by influencing and referencing the Navy's Development Plan and Urban

Broadway Complex Coordinating Group, Centre City Community Plan, the Centre City PDO, the Development Plan and Urban Design Guidelines.

Page: 5

Design Guidelines in its Centre City Community Plan.

Provide certainty in the development approval process by vesting the Development Plan with respect to the subject property, to the extent, if any, the City's development approval process is applicable to the Navy Broadway Complex.

This agreement will allow the City to realize extraordinary and significant community-wide urban design, aesthetic, economic, educational, recreation, cultural and regional benefits and facilities and other supplemental benefits not otherwise available where development takes place on federal property.

Page: 6

November 2, 1992. Ordinance No. O-17858. Effective December 3, 1992.

Page: 7

The EIR, the Development Plan, and the Urban Design Guidelines.

Page: 9

No Obligation to Redevelop. The Navy is not obligated by this Agreement to redevelop any part of the Navy Broadway Complex or to enter into any Developer Lease.

1992 plus 25 years = 2017.

Page: 10

In the event that no Developer Lease is recorded by January 1, 2002, then this Agreement shall be of no force and effect. At any time prior to the expiration of the term of the Agreement, pursuant to the provisions of Section 8.4 below the Property, or any portion thereof, may be released from this Agreement.

The Navy shall have the right to transfer or assign its rights under this Agreement to the selected Developers and the obligations and liabilities of the Developers which are described in this Agreement shall be assumed in writing by the Developers.

Page: 11

4.5 - Amendment or Cancellation of Agreement. Agreement may be amended from time to time or cancelled by mutual consent of the parties but only in the same manner as its adoption by ordinance. The term "Agreement" shall include any amendment.

4.6 Indemnity and Insurance. The Navy shall include the City, the Redevelopment Agency of the City of San Diego and the Centre City Development Corporation, their officers, employees, contractors and agents, as protected parties and as additional insured in the indemnity and public liability insurance requirements of any Developer Lease.

Page: 12

4.8 Third Parties. The contractual relationship between City and the Navy arising out of the Agreement does not create any third party beneficiary rights.

Page: 14

All plans and specifications for construction of any portion of the Project shall be submitted to the Centre City Development Corporation (CCDC) or its successor public corporation for review and a determination whether or not such plans and specifications are consistent with the Development Plan and Urban Design Guidelines.

Page: 17

e. No development under this Agreement shall proceed unless and until a determination of consistency has been made.

Page: 18

5.5 Processing Fees. Those fees and charges intended to cover City costs associated with processing permits for the development of the Property, including fees and charges for applications, inspections and plan review, which are existing or may be revised or adopted during the term of this Agreement, shall apply to such development.

5.3 Construction Standards and Specifications. The construction standards and specifications for buildings and structures developed on the Property only shall be those City construction standards and specifications in effect at the time that any building permits are issued.

Page: 21

The surface area of a parcel approximately 1.9 acres in size at the west end of Block 1 shown in Exhibit C for the development of a major open space.

Page: 29

Section 8.4 - Releases.

Page: 38

First Amendment to Agreement between the City of San Diego and the United States of America adopting a development Plan and Urban Design Guidelines for the Redevelopment of the Navy Broadway Complex.

Page: 39

December 17, 2001

Page: 40

The North Embarcadero Alliance Visionary Plan dated December 1998 ("Visionary Plan").

Page: 48

6.890 Acres (Blocks 3 and 4).

F Street = 75 feet wide by 475.97 to 480.16 feet long = 75 feet x 478.065 feet = 35854.875 square feet = 0.8231147 Acres.

E Street = 75 feet wide by 480.18 feet long = 36,013.5 square feet = 0.8267562 Acres.

3.294 Acres (Block 1).

3.489 Acres (Block 2).

13.673 Acres = 6.890 acres (Block 3 and 4) + 3.294 acres (Block 1) + 3.489 Acres (Block 2).

Both E Street and F Street totaling 1.6498709 acres are in addition to, and are not part of the three parcels totaling 13.673 acres. Street 1.6498709 acres + Parcels 13.673 acres = 15.3228709 acres Total.

Page: 50

(d) COMPETITIVE PROCEDURES. Each lease entered into under subsection (a) shall be awarded through the use of competitive procedures.

Page: 51

To construct a high quality development that, in the spirit of the 1987 Memorandum of Understanding between the City and the Navy, achieves community objectives for this key waterfront site.

13.67 acres in three parcels separated by E and F Streets.

Block 1 = Broadway, Pacific Highway, E Street, and Harbor Drive = 3.49 acres.

Page: 52

Block 2 = E Street, Pacific Highway, F Street, and Harbor Drive = 3.29 acres.

A maximum of 55,000 gross square feet of public attractions such as a museum.

Block 3 = Harbor Drive, F Street, Pacific Highway, and old center-line of G Street = 3.72 acres.

Block 4 = Old center-line of G Street, Pacific Highway, and Harbor Drive = 3.17 acres.

Page: 53

Block 1 - 40 stories. Block 2 = 35 Stories. Block 3 = 25 Stories. Block 4 = 15 Stories.

Page: 54

Block 4 will have a depth from curb of Harbor Drive to the sidewalk of 25 feet.

75 foot Plaza from the curb of Broadway to any building on Block 1.

An open space of at least 1.9 acres shall be reserved at the foot of Broadway on Block 1 (Broadway, Pacific Highway, E Street, and Harbor Drive = 3.49 acres). Total buildable acres on Block 1 are 1.59 acres (= 3.49 acres - 1.90 acres) and 40 stories high.

Page: 55

Along Pacific Highway the depth from the curb to edge of sidewalk is 17 feet.

A 120 foot wide right-of-way along G Street. Approximately 60 feet of this right of way shall be developed in pedestrian walkways.

On Pacific Highway only 5 story building then step back 15 feet.

75-foot wide right of way along E and F Streets. Approximately 35 feet of this right of way shall be dedicated to pedestrian walkways and landscaping.

Page: 56

Access to buildings from E, F, and G Streets only.

Page: 57

Every reasonable effort should be made to provide two levels of below-grade parking prior to the provision of above-grade parking. At least one level of below grade parking shall be required.

Page: 59

Conceptual Plan including park on the corner of Broadway and Harbor Drive

Page: 60

Reserve 1.9 acres at foot of Broadway for Public Open Space when Building 1 is removed.