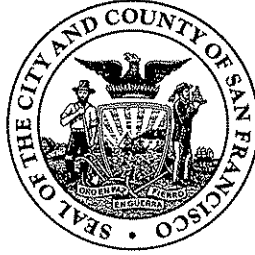


BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

LAND USE & ECONOMIC DEVELOPMENT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Sophie Maxwell, Chair
Land Use & Economic Development Committee

FROM: Alisa Somera, Committee Clerk

DATE: October 5, 2010

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, October 5, 2010

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, October 5, 2010. This item was acted upon at the Committee Meeting on October 4, 2010 at 1:00 p.m., by the votes indicated.

Item No. 39 **File No. 101254**

Resolution supporting the efforts of the City and the San Francisco America's Cup Organizing Committee to bring the 34th America's Cup to the San Francisco Bay and encouraging BMW Oracle Racing and the Golden Gate Yacht Club to select San Francisco as the official Host City for the 34th America's Cup in 2013 and endorsing the Term Sheet for hosting the 34th America's Cup in San Francisco.

Amended in Committee

RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

Vote: Supervisor Sophie Maxwell - Aye
Supervisor Eric Mar - Aye
Supervisor David Chiu - Aye

Item No. 37 File No. 101115

Resolution authorizing and directing the Controller and his designee to prepare a report for Infrastructure Financing District No. 1 (Rincon Hill Area) and determining other matters related thereto.

Continued to October 18, 2010.
NOT RECOMMENDED AS A COMMITTEE REPORT

Item No. 38 File No. 101116

Resolution of Intention to establish an Infrastructure Financing District No. 1 (Rincon Hill Area) to finance the construction and/or acquisition of capital improvements in the Rincon Hill area; to call a public hearing on the formation of the district and to provide public notice thereof and other matters related thereto.

Continued to October 18, 2010.
NOT RECOMMENDED AS A COMMITTEE REPORT

- c: Board of Supervisors
- Angela Calvillo, Clerk of the Board
- Cheryl Adams, Deputy City Attorney
- Rick Caldeira, Deputy Legislative Clerk

File No. 101254

Committee Item No. 8

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date October 4, 2010

Board of Supervisors Meeting

Date October 5, 2010

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
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OTHER

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Completed by: Alisa Somera Date October 1, 2010

Completed by: Alisa Somera Date October 5, 2010

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document can be found in the file.

1 [Affirmation of Support of San Francisco's Bid for the 34th America's Cup and Endorsement of
2 Host City]

3 **Resolution supporting the efforts of the City and the San Francisco America's Cup**
4 **Organizing Committee to bring the 34th America's Cup to the San Francisco Bay and**
5 **encouraging BMW Oracle Racing and the Golden Gate Yacht Club to select San**
6 **Francisco as the official Host City for the 34th America's Cup in 2013 and endorsing the**
7 **Term Sheet for hosting the 34th America's Cup in San Francisco.**

8
9 WHEREAS, In February 2010, BMW Oracle Racing, sailing for the Golden Gate Yacht
10 Club (together, the "Team"), won the 33rd America's Cup in Valencia, Spain; and

11 WHEREAS, The Team, as Defenders of the America's Cup, has the right and duty to
12 organize the 34th America's Cup (the "Event"), and in doing so, will create an Event Authority
13 for purposes of organizing the Event; and,

14 WHEREAS, The Team has selected three potential venues for hosting the Event,
15 including San Francisco, the only United States city under consideration, and two European
16 venues; and,

17 WHEREAS, Hosting the 34th America's Cup in San Francisco would generate
18 significant public benefits including (i) the repair, improvement and productive reuse of certain
19 City piers along the City's central and southern waterfront that are currently in a state of
20 disrepair; (ii) the generation of significant new jobs and economic development in a very short
21 period of time, including over 9,000 jobs and more than \$1.4 billion of new economic activity,
22 as projected in an economic impact analysis completed by the Bay Area Council Economic
23 Institute and Beacon Economics; and (iii) substantially increased public access to the
24 waterfront, new opportunities for people to view and enjoy the San Francisco Bay and an
25 extraordinary showcase for the Bay to the world; and,

1 WHEREAS, An America's Cup Organizing Committee ("ACOC"), an independent not-
2 for-profit corporation, has been established and includes civic and corporate leaders from
3 throughout the Bay Area, California and the nation, as well as a bipartisan honorary
4 committee including elected and appointed representatives from our local, state and federal
5 governments; and,

6 WHEREAS, The ACOC is positioned to support its obligations and assignments
7 contemplated by the Term Sheet described below through the execution of a third-party
8 agreement with the Event Authority; and,

9 WHEREAS, Hosting the 34th America's Cup in San Francisco offers the opportunity to
10 showcase San Francisco and its Bay to the world, and will help transform the America's Cup
11 by providing unique spectator opportunities - people will line Crissy Field, South Beach, the
12 Golden Gate Bridge, the Headlands, and Angel Island - because the San Francisco Bay is a
13 natural marine amphitheater; and,

14 WHEREAS, The venue plan for the Event will include waterfront sites stretching from
15 Pier 28 to Pier 50, with the most intensive uses at Piers 30-32, as the main visitor and public
16 access area, and Pier 50 as the main "base" for each of the teams competing in the Event;
17 and,

18 WHEREAS, The venue plan will take advantage of the Event's proximity to downtown
19 San Francisco, which can serve as the "America's Cup Village", providing hotel rooms,
20 restaurants, retail shops, cultural attractions and other amenities, including a vast public
21 transit system, needed to serve the approximately two million new visitors; and,

22 WHEREAS, City staff has facilitated extensive public outreach regarding the Event,
23 and as a result, has received significant support for hosting the Event in San Francisco from
24 numerous government, regulatory, environmental and local organizations, including the State
25 of California, through the State Legislature and Governor, the Port of San Francisco, the

1 Recreation and Parks Commission, the Bay Conservation and Development Commission, the
2 Metropolitan Transportation Commission, the Sierra Club, Save the Bay, the Environmental
3 Defense Fund, the California League of Conservation Voters, the San Francisco Convention
4 and Visitors Bureau, and the San Francisco Chamber of Commerce; and,

5 WHEREAS, The Mayor and the Team have negotiated a Term Sheet for hosting the
6 34th America's Cup in San Francisco, outlining the material obligations and responsibilities of
7 the City and the Event Authority (as described in the Term Sheet) in hosting the 34th
8 America's Cup in San Francisco and providing the basis for negotiation of a binding Host
9 Agreement, a copy of which Term Sheet is on file with the Clerk of the Board in File No.
10 101254 and is incorporated in this resolution by reference (the "Term Sheet"); and,

11 WHEREAS, The Term Sheet requires the Event Authority to make an estimated \$150
12 million in substructure and infrastructure improvements to Piers 30-32 and 50 to prepare
13 those facilities for the Event; and in exchange, the City grants the long term development
14 rights to Piers 30-32 and 50 and Seawall Lot 330 to the Event Authority, together with
15 proceeds of tax increment financing from the future development of such sites, to reimburse
16 the Event Authority for the cost of the infrastructure repairs and improvements; and,

17 WHEREAS, The Mayor and the Port ("Port") have identified potential financial impacts
18 to the Port of hosting the 34th America's Cup and a range of potential solutions, including
19 using Charter Section B7.320 to offset race-related, net short-term rent reductions to the Port,
20 financing the costs of Pier 50 site preparations and relocation of the Port's maintenance
21 facility with City certificates of participation, and City financing for waterfront improvements to
22 offset reductions in the Port's revenue bond capacity, subject to the review and approval of
23 the Capital Planning Committee, the Mayor and the San Francisco Board of Supervisors; and,

24 WHEREAS, The Team will continue to assess and analyze information to determine
25 the type and placement of facilities and infrastructure necessary to host the 34th America's

1 Cup, and will provide information to the City from this ongoing planning and assessment
2 process to further refine the plans for the 34th America's Cup; and,

3 WHEREAS, The City will undertake environmental review of the 34th America's Cup
4 event and facilities as project components are better defined and will work with the Team as
5 well as experts and the public to develop a thorough environmental analysis that will inform
6 both the design and placement of the 34th America's Cup events and facilities, and the City
7 and the Team intend the 34th America's Cup event and facilities to be models of green,
8 sustainable technology and event planning; now, therefore, be it

9 RESOLVED, That the San Francisco Board of Supervisors affirms its support for the
10 City's efforts to bring the 34th America's Cup to San Francisco; and be it

11 FURTHER RESOLVED, That the San Francisco Board of Supervisors supports the
12 creation of the San Francisco America's Cup Organizing Committee; and, be it

13 FURTHER RESOLVED, That the San Francisco Board of Supervisors urges the Port
14 to coordinate with the Mayor's Office of Economic and Workforce Development, the Director
15 of Public Finance, the San Francisco Planning Department, the Controller, the Department of
16 the Environment, the Capital Planning Committee and other relevant City departments to
17 prepare for the
18 34th America's Cup; and be it

19 FURTHER RESOLVED, That the City will conduct environmental review of the 34th
20 America's Cup under the California Environmental Quality Act ("CEQA") and nothing in this
21 resolution implements any approvals or facilities for the 34th America's Cup, or grants any
22 entitlements to the Event Authority, nor does adoption of this resolution foreclose the
23 possibility of considering alternatives to the proposal, mitigation measures or deciding not to
24 grant entitlement or approve or implement any actions to construct necessary amenities for
25 the 34th America's Cup after conducting appropriate environmental review under CEQA, and

1 while the Term Sheet identifies many of the essential terms of a proposed transaction
2 between the Event Authority and the City that the parties expect will form the basis for a
3 binding Host Agreement, it does not set forth all of the material terms and conditions of a
4 project proposal; and, be it

5 FURTHER RESOLVED, In accordance with Chapter 29 of the Administrative Code
6 (Findings of Fiscal Feasibility and Responsibility), and as required thereunder, the City will
7 conduct a financial feasibility study at such time as the project components are better defined
8 through the process contemplated by this Resolution; and, be it

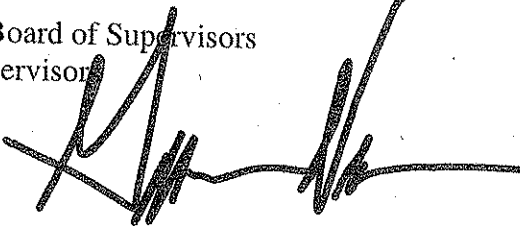
9 FURTHER RESOLVED, That the San Francisco Board of Supervisors endorses the
10 Term Sheet and urges the parties to diligently work toward completion of a Host Agreement
11 and take the steps contemplated by the Term Sheet.

12
13 Approved, this ____ Day of _____, 2010
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MEMORANDUM

TO: President David Chiu, Board of Supervisors
Members, Board of Supervisors

FROM: Mayor Gavin Newsom 

DATE: September 28, 2010

RE: Term Sheet for Hosting the 34th America's Cup in San Francisco

In February of 2010, in Valencia Spain, BMW ORACLE Racing, sailing for the Golden Gate Yacht Club (together, the "Team"), won the 33rd America's Cup. As the Defender of the America's Cup, they have the right and duty to organize the 34th America's Cup. The Team has indicated that three locations are under consideration to host the 34th America's Cup (the "Event") – two in Europe and San Francisco. The Team plans to create an "Event Authority" to oversee the Event in accordance with the Protocol for the 34th America's Cup, a copy of which is attached hereto as Exhibit A (the "Protocol"), after the location for the Event is finalized.

Hosting the Event in San Francisco would generate significant public benefits for the City including (i) providing a catalyst for the repair, improvement and productive reuse of certain City piers in prime locations along the City's central and southern waterfront that are currently in such a state of grave disrepair that there is no other viable plan to pay for the needed repairs and (ii) generating an enormous amount of jobs and economic development in a very short period of time, including over 9,000 jobs and more than \$1.4 billion of new economic activity. A copy of a detailed analysis of the potential economic benefits of hosting the Event in San Francisco, completed by the Bay Area Council Economic Institute and Beacon Economics, is attached hereto as Exhibit B.

The Team has indicated a significant interest in hosting the Event in San Francisco because of the beautiful backdrop, predictable winds, world-class visitor amenities and enormous spectatorship opportunities that the natural marine amphitheater of the San Francisco Bay offers. In order to provide the Team with reasonable assurances regarding a number of important issues, including the venue plan, key financial terms, sponsorship opportunities, schedule and event logistics, City staff has negotiated a Term Sheet with the Team for endorsement by the Board of Supervisors.

The key provisions of the Term Sheet are as follows:

1. Venue Plan. As shown on the Venue Plan, attached hereto as Exhibit C, the physical facilities for the Event will generally stretch from Pier 28 to Pier 50, with varying periods of use and occupancy ranging from a few months to a few years. The most intensive uses are at Piers 30-32 and Pier 50. Piers

30-32 will be the main public access and visitor area as the "live site," with interactive hospitality and viewing facilities. Pier 50 will serve as the main "base" for each of the teams competing in the Event.

Event uses also will occur at Pier 28, area around Pier 38, Sea Wall Lot 330, Pier 48, and certain areas around Sea Wall Lot 337. Media covering the Event will be hosted in Pier 28. During peak periods, Sea Wall Lot 330 will host additional visitor serving activities. Temporary berthage for large "super yacht" vessels traveling to see the Event will be accommodated in the vicinity of Pier 38, and will take advantage of the proximity to the new Brannan Street Wharf waterfront park currently in pre-construction. A temporary International Broadcast Center will be sited, as needed, on surface lots in the vicinity of Sea Wall Lot 337. In addition, portions of Pier 80 may be used for various support functions related to the Event.

One of the key benefits of this venue plan is that, because it is so centrally located, downtown San Francisco can serve as the "America's Cup Village", providing the hotel rooms, restaurants, retail shops, cultural attractions and other amenities, including a vast public transit system, needed to serve approximately two million new visitors.

2. Key Financial Terms. From the beginning; the Team acknowledged that a major public subsidy for the Event of the type being offered by the potential European venues (purportedly in the hundreds of millions of dollars) was impracticable. Instead, the Team has consistently sought (i) free land to support the facilities necessary to host the Event and (ii) reasonable assurances regarding corporate sponsorship and fundraising.

Because many of the sites within the venue plan require significant improvements (including Piers 30-32 and 50 in particular) totaling in excess of \$150 million, the Term Sheet contemplates granting long term development rights to Piers 30-32 and 50 and Sea Wall Lot 330 (the "Legacy Sites") to the Event Authority, together with the proceeds of tax increment financing from such sites (through the formation of an Infrastructure Financing District ("IFD")). Over time, the land value from the Legacy Sites - after they are improved by the Event Authority - and the IFD proceeds from the Legacy Sites have the potential to reimburse the Event Authority for the cost of the Team's investments in infrastructure related repairs and improvements. The Event Authority, or its designees, and the Port would enter into a long term (66-75 years), rent-free lease of the Legacy Sites (the "Event Lease"), after the completion of all required environmental review and governmental approvals related to the Event. To the extent development rights currently exist for the Legacy Sites, such rights would be included in the Event Lease. To the extent the Event Authority may seek to change such development rights, or to the extent such rights do not yet exist, any further development rights would be subject to separate environmental review and governmental approvals; but in any event the Event Authority would control the Legacy Sites for the entire term of the Event Lease and could choose to host multiple America's Cup Events before proceeding with longer term development options.

While the direct financial benefits to the City of hosting even a single Event are enormous, and the costs of repairing the Legacy Sites exceed their fair market value, hosting the Event will have short-term impacts on the Port's revenues, primarily in the form of lost parking and month-to-month lease revenues. To mitigate these impacts, the Port and the City could enter into an MOU pursuant to Proposition D, adopted in 2009, under which a portion of the net revenues paid directly to the City because of the Event would be re-directed to the Port to offset those revenue losses.

3. Sponsorship Opportunities. Hosting the Event in the United States in general, and San Francisco Bay in particular, offers unique and potent corporate sponsorship and fund raising opportunities for the Event Authority. In order to provide the Event Authority with reasonable assurances that these opportunities will be fully realized, an America's Cup Organizing Committee ("ACOC"), comprised of local and national civic and corporate leaders, has been formed. In addition, an Honorary America's Cup Organizing Committee ("HACOC"), comprised of governmental leaders, has also been formed. A list of the current governmental members of the HACOC is attached as Exhibit D. The ACOC will work with Event Authority to raise at least \$270 million for the Event.

4. Schedule. The City will meet the following schedule regarding the Event:

- October 2010-October 2011 – Complete all studies and documentation to support environmental review and permitting for the Event. On a parallel course and during that same period, the Port and the Event Authority will finalize the terms of the long term Event Lease documents that will permit all of the uses related to the Event and any currently approved longer-term development uses for the Legacy Sites.
- November 2011 – Present long term Event Lease, environmental review documentation and permits for approval.
- December 2011-December 2012 – Complete infrastructure improvements.
- 2012 – Pre-regatta.
- Spring 2013 – Commence balance of Event.

At the election of the Event Authority and depending, in part, on how many times the Event Authority elects to defend the America's Cup in San Francisco, the Event Authority and the City may separately negotiate and finalize further long term development rights for the Legacy Sites under the Event Lease, subject to whatever separate environmental review and governmental approvals are required.

City staff has facilitated extensive public outreach regarding the Event. As a result, a number of regulatory, environmental and local community organizations have already pledged support for the Event and will play important roles in meeting the schedule set forth above, including the following:

- State of California – both the State Legislature (SCR124) and Governor Schwarzenegger
- Port of San Francisco
- Recreation and Parks Commission
- Bay Conservation and Development Commission
- Metropolitan Transportation Commission
- San Francisco International Airport
- Golden Gate National Recreation Area
- The Bar Pilots Association
- The Water Emergency Transit Agency
- The San Francisco Maritime Commerce and Bay Council
- The Sierra Club
- Save the Bay
- Environmental Defense Fund
- Planning and Conservation League of California

- Clean Water Action CA
- Golden Gate Audubon Society
- CA League of Conservation Voters
- San Francisco Convention and Visitors Bureau
- The San Francisco Chamber of Commerce
- The Bay Area Council

5. Event Logistics. Hosting more than two million people in San Francisco for the Event will require extensive coordination and planning. Fortunately, the City has extensive experience bringing large numbers of visitors to San Francisco and San Francisco Bay in connection with events like Fleet Week. Accordingly, the Term Sheet describes the City's commitment to work with other governmental agencies to coordinate a number of key activities, including securing the race course, promoting the Event, and coordinating transportation and security.

Exhibit A
Protocol for the 34th America's Cup

Link to 34th America's Cup Protocol

Document Attached.



34TH AMERICA'S CUP

The Protocol Governing the 34th America's Cup

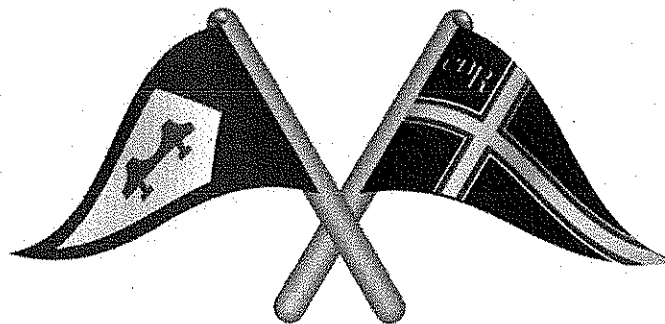


Exhibit B
Economic Impact Report
Bay Area Council Economic Institute and Beacon Economics

[Link to Economic Impact Report](#)

Report Attached



THE AMERICA'S CUP:

Economic Impacts of a Match on San Francisco Bay



Exhibit C
Venue Plan

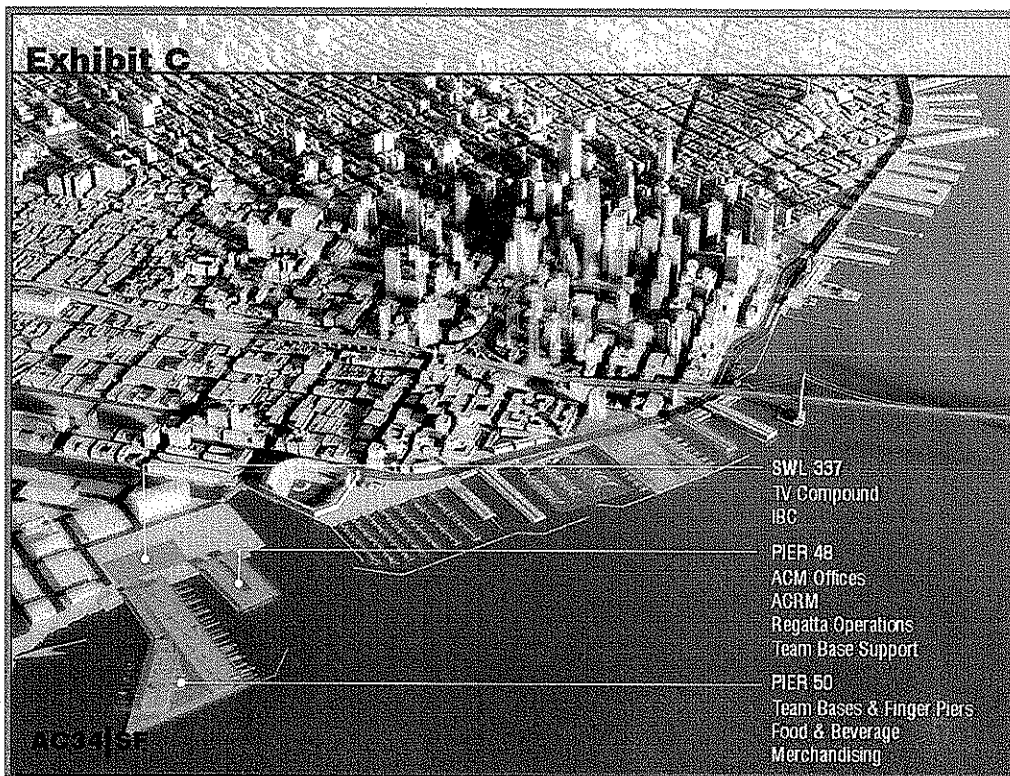
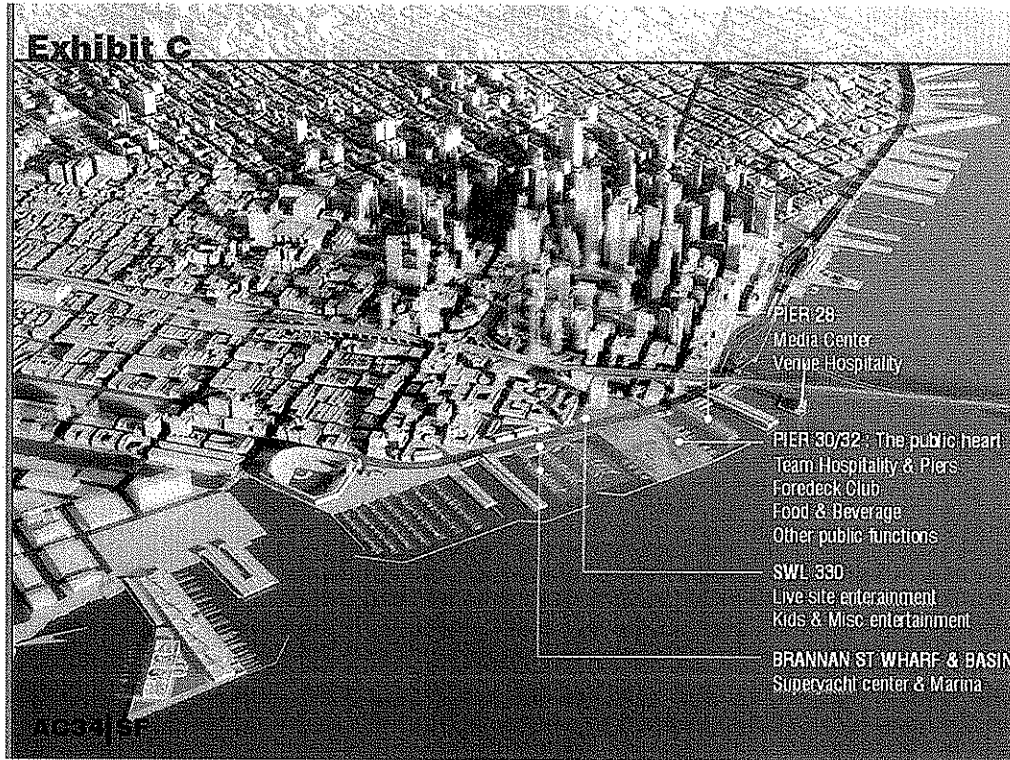


Exhibit D
Members, Honorary America's Cup Organizing Committee

U.S. House of Representatives, Speaker Nancy Pelosi
U.S. Senator Dianne Feinstein

U.S. Senator George LeMieux
U.S. Senator Bill Nelson

Congressman Brian Bilbray
Congresswoman Susan Davis
Congressman Lincoln Diaz-Balart
Congressman Bob Filner
Congresswoman Ileana Ros-Lehtinen
Congresswoman Debbie Wasserman Schultz

Governor Arnold Schwarzenegger

California State Senate, President pro Tem Darrell Steinberg
California State Assembly, Speaker John Perez

California State Senator Mark Leno
California State Senator Leland Yee
California State Assemblyman Tom Ammiano
California State Assemblywoman Fiona Ma

Board of Supervisors, President David Chiu
Supervisor Michela Alioto-Pier
Supervisor John Avalos
Supervisor David Campos
Supervisor Carmen Chu
Supervisor Bevan Dufty
Supervisor Sean Elsbernd
Supervisor Eric Mar
Supervisor Sophie Maxwell
Supervisor Ross Mirkarimi

San Francisco Port Commission, President, Rodney Fong

Governor Gray Davis
Governor Pete Wilson
Mayor Willie L. Brown
Mayor Frank Jordan

Mayor Bob Foster, Long Beach CA
Mayor Jeanne-Marie Napolitano, Newport RI
Mayor Jerry Sanders, San Diego CA

TERM SHEET FOR HOSTING THE 34TH AMERICA'S CUP IN SAN FRANCISCO
SEPTEMBER 28, 2010

1. Purpose.

1.1 The purpose of this term sheet is to set forth essential terms and conditions agreed upon by the America's Cup Committee of the Golden Gate Yacht Club, acting for and on behalf of an event authority to be formed in accordance with the Protocol for the 34th America's Cup (the "Event Authority") and the City of San Francisco ("City") (together "the Parties") in connection with the City's desire to host the 34th America's Cup (the "Event") in San Francisco, and the Event Authority's desire to obtain a legally binding agreement with the City establishing the terms and conditions under which the City would be prepared to host the Event (the "Host City Agreement").

1.2 The Parties intend this term sheet to provide a framework for promptly negotiating such Host City Agreement between the City and the Event Authority, but the parties acknowledge it is not legally binding on them until the Host City Agreement has been approved and entered into. The Parties acknowledge that the Host City Agreement will set forth the terms and conditions under which the City would host the Event, subject to all necessary approvals and environmental review required by the California Environmental Quality Act ("CEQA"), and the Host City Agreement will be conditional upon selection of the City by the Event Authority to host the Event. The Parties contemplate that the America's Cup Organizing Committee ("ACOC") described in Section 3 below also will be a signatory to the Host City Agreement.

1.3 The Parties further acknowledge that the City cannot enter into certain types of final agreements related to the Event until the City has complied with CEQA as applicable. For those final agreements that are subject to CEQA, the City, as lead agency under CEQA, shall retain the authority to: (i) require modifications to such agreements as are deemed necessary to mitigate significant environmental impacts if said impacts are identified through the environmental review process; (ii) require other feasible alternatives to avoid such impacts providing the project objectives on balance are met; (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with such agreements based upon the information generated by the environmental review process. The Event Authority also may determine not to proceed with any such agreement rather than accepting modifications thereto.

1.4 The Parties further acknowledge that the Event Authority will continue to assess and analyze information to determine the type and placement of facilities and infrastructure necessary to host the Event. The Event Authority will provide information to the City from this on-going planning and assessment process to further refine the Event Plan.

2. Securing Commitments. The City shall secure all of the rights, services, and governmental approvals required by or from regional, state and federal governmental agencies and authorities having jurisdiction (collectively "Governmental Authorities") to successfully host the Event. The Parties acknowledge that, except as otherwise provided in Section 10 below, where undertakings lie within the exclusive jurisdiction or control of

TERM SHEET FOR HOSTING THE 34TH AMERICA'S CUP IN SAN FRANCISCO
SEPTEMBER 28, 2010

entities, public or private, other than the City, the City will exercise its best efforts to secure the full commitment of such concerned entity(ies) on behalf of the Event.

3. America's Cup Organizing Committee; Intergovernmental Task Force.

3.1 In September, 2010, an independent, not for profit organization entitled ACOC was created, which included an "Honorary Committee" consisting of federal, state and local elected officials and a "Working Committee" consisting of national philanthropic, civic and corporate leaders and local leaders in business, recreation, real estate, and education, among others.

3.2 If selected as Host City, the City shall form an Intergovernmental Task Force consisting of representatives with decision making authority from local, state and federal agencies with expertise and/or regulatory responsibilities for matters relevant to the Event and its success.

3.3 The Parties acknowledge that the ACOC's role is to facilitate holding the Event in San Francisco, including securing financial support, and the Event will be operated and controlled exclusively by the Event Authority and others authorized under the Protocol for the 34th America's Cup.

4. The Event.

4.1 The Event shall include those stages of the America's Cup competition that will be held in San Francisco, as more particularly described in the "Event Plan" attached as Exhibit A, including the following:

(a) One Pre-regatta in each of 2011 and 2012, with additional Pre-regattas in other locations around the world (or, at the Event Authority's election, a Pre-regatta in 2012 only with a duration roughly equivalent to two Pre-regattas); and

(b) The Challenger Selection Series ("CSS") and a possible Defender Selection Series ("DSS") and the Match in 2013.

4.2 The Parties acknowledge that the attached Event Plan is preliminary and subject to change, and is dependent on numerous factors including, without limitation, sponsorship support and other economic considerations, the scope and outcome of CEQA review and the timing, availability and conditions of required authorizations, approvals and exemptions from Governmental Authorities. References in this term sheet to the "Event Plan" include the attachment as modified from time to time by the Event Authority. The Event Authority must give the City, Governmental Authorities and the ACOC, sufficient advance notice to permit the implementation of applicable commitments included in Section 10 below. The Event Authority acknowledges and understands that support of Governmental Authorities is essential to host the Event and that any unilateral changes to the Event Plan by the Event Authority could materially impair the City's, ACOC's or Governmental Authority's ability to satisfactorily provide

the Event support contemplated in Section 10. Accordingly, any proposed Event Plan changes must be subject to the ability of the City, ACOC and applicable Governmental Authorities to meet their respective obligations as set forth in Section 10, as such respective entities reasonably determine.

5. Securing Race Course, Airways, and Official Visitors Sites.

5.1 For all Event races, the City will coordinate with the appropriate state and/or federal agencies to secure exclusive water space within the perimeter of the designated course area from approximately 10:00 AM to 6:00 PM on race days. Public/commercial vessels used for transportation or shipping will operate in designated navigation channels, which will remain outside of the course area to the maximum extent permitted by applicable federal and state agencies with jurisdiction. The City will use its best efforts to ensure the least possible disruption of race activity. Unauthorized vessels shall not be permitted within the course area during hours of exclusive use. Based on the Event Plan, the City and the Event Authority shall identify the waterway control within and beyond the course area for the Pre-regattas, CSS, DSS and Match.

5.2 For all Event races, the City will coordinate with appropriate state and/or federal agencies to secure exclusive airspace from 10:00 AM to 6:00 PM on race days to an altitude of 6,000 feet to allow filming and broadcasting of the Event and operation of other aircraft accredited by the Event Authority. This airspace exclusion area will extend laterally from the course area one-half mile in every direction. The City also will coordinate with appropriate state and/or federal agencies to secure exemption from low-altitude flight restrictions within the airspace exclusion area (including along the waterfront). Based on the Event Plan, the City and the Event Authority shall identify the airspace control requirements for the Pre-regattas, CSS, DSS, and Match stages of the Event. Such coordination shall ensure the water space and airspace are adequately patrolled by the Coast Guard, Federal Aviation Administration and/or other appropriate governmental agencies or authorities to preserve such exclusive control.

5.3 Consistent with the Event Plan, the City shall coordinate with federal agencies to provide limited periods of exclusive control over designated water space and airspace as the Event Authority determines to be necessary for training and preparation.

5.4 Exclusive control of water space and airspace as contemplated above shall be provided at no cost to the Event Authority.

5.5 The City will work with the Event Authority to develop and implement a mutually agreed upon plan to secure official spectator and visitor areas for authorized entry only. The City shall be responsible (in concert with federal, state, and private property owners, as applicable), at no out of pocket cost to the Event Authority, for the security and safety of persons and property in areas not under the Event Authority's exclusive control, including but not limited to anticipated access facilities, including a temporary pedestrian bridge over the Embarcadero roadway at Piers 30/32 and the

closure of a portion of the Embarcadero from Pier 28 to Pier 50 for the entire period of the CSS that immediately precedes the Match, and the Match.

6. Event Facilities.

6.1 The competitors, officials, media, sponsors and super yachts will need dock and shore space, both long-term space and for shorter terms related to the Event, as follows:

(a) As further set forth in the Space Plan attached as Exhibit B, the Event Authority plans to use Pier 28, Piers 30-32, Seawall Lot 330, Pier 48, and Pier 50, all as the long-term "bases" for the Event. All such venues, as set forth in the Space Plan with refinements approved by Event Authority and the City, will be delivered to the Event Authority with all of the work under Section 7 below completed in a timely fashion so as to allow for the Event. The Space Plan attached as Exhibit B is preliminary and subject to change; and in case of any conflict between Exhibit B and the provisions of this Term Sheet, the latter will control. As necessary, the Event Authority's right to exclusive use of the facilities set forth in the Space Plan may continue until six months after the America's Cup Match race. However, as is reasonably necessary, the use of these facilities may be extended at the option of the Event Authority if the Golden Gate Yacht Club succeeds in its defense of the America's Cup and elects to hold subsequent successive America's Cup regattas in San Francisco.

(b) The Event Authority shall have the right to use other facilities for the Event, as further set forth in the Space Plan and the Event Plan. These facilities will include a venue suitable for temporary super-yacht berthage in the vicinity of Pier 30-32 or Pier 50, as mutually agreed by the Parties, the proposed Brannan Street Wharf and a portion of Seawall Lot 337 or other proximate property in Mission Bay for use as a temporary broadcast facility, and may also include Pier 40 and Pier 54. The City will deliver these facilities to the Event Authority in a timely fashion to support the Event. The Event Authority's right to exclusive use of these facilities will continue until six months after the America's Cup Match, as reasonably necessary. However, the use of these facilities also may be extended at the option of the Event Authority if the Golden Gate Yacht Club succeeds in its defense of the America's Cup and elects to hold subsequent successive America's Cup regattas in San Francisco.

(c) Pier 80 may be used by the Event Authority to display *USA 17*, the unique yacht that won the 33rd America's Cup in Valencia, Spain this year, and to launch it to sail on San Francisco Bay and beyond. Pier 80 may also be used by the Event Authority for operation of a temporary heliport, and for race operations, staging and storage for the Event, including for the Pre-regattas held in San Francisco, and for temporary facilities for competitors and officials during construction and development of facilities in other locations. These uses may require the Event Authority to occupy all or a portion of one of the existing sheds on Pier 80. The use of these facilities also may be extended, as reasonably necessary, at the option of the Event Authority if the Golden

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Gate Yacht Club succeeds in its defense of the America's Cup and elects to hold subsequent successive America's Cup regattas in San Francisco.

(d) During the Event, the City will make Pier 38 exclusively available to the Event Authority for its Event related uses free of any rent.

(e) The City will provide sufficient land and pier space to hold the Pre-regattas in 2011 and 2012 at Pier 80 and other locations mutually agreed upon with the Event Authority. If the Golden Gate Yacht Club succeeds in its defense of the America's Cup and elects to hold subsequent successive America's Cup regattas in San Francisco, the City also will provide sufficient land and pier space to hold the Pre-regattas for such events.

6.2 The Event Authority will receive leases from the City, including through its Port, granting it or its nominee(s) exclusive possession of the Event facilities described above with no obligation to pay any rent or other charges to the City. The ACOC will pay for all possessory interest taxes, personal property taxes, utility taxes and other taxes, fees or charges imposed or incurred by the City or any Governmental Authorities on or with respect to the possession and/or use of the Event facilities and all improvements, fixtures and personal property located thereon, and the costs of electricity, natural gas, potable water, sewage and refuse removal, and any costs to install fiber-optic cable for telephone and data communication. The City will deliver all Event facilities free of tenants or other occupants, with all personal property removed and the facilities in compliance with applicable legal requirements.

6.3 The City will ensure that all piers and seawall lots located from the Bay Bridge south to Pier 54 and not included among the Event venues are used during the Event in a manner that does not interfere or compete with the Event.

7. Infrastructure.

7.1 The parties anticipate that the following infrastructure repairs and improvements must be completed to prepare the Event facilities for the uses described above:

(a) All pile replacements and strengthening on Piers 30/32 and Pier 50 in accordance with agreed scopes of work, including bringing Piers 30/32 and Pier 50 in compliance with applicable seismic requirements;

(b) All repairs and replacements to the other Event facilities as the Event Authority deems necessary or appropriate;

(c) The construction of breakwaters as shown on Exhibit B;

(d) The removal of Sheds A, B, C and D from Pier 50;

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(e) Dredging to a minimum depth necessary to accommodate the Event; and

(f) The removal of Pier 36, including the piles and other structural elements as necessary to accommodate the dredging described in (e) above, and construction of the Brannan Street Wharf.

7.2 In consideration for the long-term development rights described in Section 8, the Event Authority will perform all work to accomplish the infrastructure repairs and improvements described in Sections 7.1(a) through (c). The City will perform all work to accomplish the infrastructure repairs and improvements described in Sections 7.1(d) through (f). All work under Sections 7.1(a) through (f) must be completed by no later than December 31, 2012. The City will use best efforts to make available to the Event Authority or its nominee(s) funding for the infrastructure repairs and improvements using tax increment financing and like financial structures from the property that is subject to the Legacy Leases described in Section 8.

7.3 The City, as lead agency under CEQA, will use its best efforts to complete environmental review required under CEQA and to complete all actions necessary to obtain authorization for the above activities by not later than October 31, 2011. Furthermore, the City will use its best efforts to coordinate with other Governmental Authorities to ensure their review and approval are completed within the same timeframe. To the maximum extent permitted by law, the City shall be responsible for all costs of CEQA compliance and shall waive (or reimburse the Event Authority for) all governmental fees and charges payable in connection with the work to be performed (including, without limitation, for plan checks, permits, variances and inspections associated with such work, regardless of the governmental agency or authority imposing such fees or charges).

7.4 The City acknowledges that certain of the facilities proposed for Event use are subject to existing leases and other contracts that may conflict with the uses contemplated by this term sheet. To the extent permitted by law, the City will modify, suspend or terminate such leases and other contracts insofar as necessary to eliminate such conflict. However, nothing in the Host City Agreement will be construed to require the City to exercise its powers of eminent domain without the City first making, in its sole discretion, a formal finding as to public purpose and necessity consistent with all applicable procedural and substantive requirements. The Host City Agreement also will require the City to protect, defend, indemnify and hold harmless the Golden Gate Yacht Club, the Event Authority and their respective affiliates from all claims, demands, actions, causes of action, damages, losses or expenses arising from or with respect to the modification, suspension or termination of any such conflicting City contracts.

8. Long Term Development Rights.

8.1 Subject to all necessary approvals and environmental review under CEQA, the City will grant the Event Authority or its nominee(s) development rights under long

term leases ("Legacy Leases") of Piers 30/32, Pier 50 and Sea Wall Lot 330, free of base rent or option consideration. The Host City Agreement will generally describe mutually agreeable terms and conditions for such Legacy Leases, which would be included in legally binding lease or option to lease agreements to be executed after completion of environmental review and subject to all necessary approvals.

8.2 The Legacy Leases granted to the Event Authority or its nominee(s) will convey good and marketable leasehold title, subject only to matters now of record approved by the Event Authority, for a term of 66 years as to Piers 30-32, and Pier 50, and 75 years as to Seawall Lot 330 (except that the City will convey fee title to Seawall Lot 330 rather than a Legacy Lease if the City already has complied with Section 8.3). The term of the Legacy Leases will commence after expiration of the venue leases described in Section 6.2 and satisfaction of customary contingencies, including clearance for long-term development of these properties under CEQA.

8.3 The City will obtain all required approvals to remove the "tidelands trust" from Sea Wall Lot 330 (through an exchange under Public Resources Code Section 6307 imposing such tidelands trust on other City property or other feasible means) and, upon such removal, will convey to the Event Authority (or its nominee) good and marketable fee title to Seawall Lot 330, subject only to matters that are now of record (other than tidelands trust exceptions).

8.4 To the maximum extent permitted by law, the City as the lead agency under CEQA will use best efforts to complete environmental review in order to assure prompt review of projects for long term development of Piers 30/32, Pier 50 and Sea Wall Lot 330.

9. People Plan. Consistent with the Event Plan, the City will coordinate with regional transportation authorities to prepare a "People Plan" describing how the City will facilitate the movement of up to an estimated 200,000 visitors on any one day to and from the Event. The People Plan will be incorporated as part of the Host City Agreement. The Metropolitan Transportation Commission's letter and Resolution committing to this effort is attached as Exhibit C. The City will also facilitate planning for long and short term accommodations for the America's Cup team members, their families, media and guests and Event spectators leading up to and during the Event.

10. Other Regulatory Agencies and Third-Parties. At no cost to the Event Authority, the City and the ACOC shall assume responsibility for obtaining all approvals from the City and Governmental Authorities needed for the Event, including without limitation the following:

10.1 **Communications:** (FCC of Federal Government) Use of a large number of radio frequencies required for exclusive competitor, official and broadcast media use;

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10.2 **Broadcast Facilities:** (FCC of Federal Government) All the administrative and permitting support necessary to facilitate an international high definition broadcast on multimedia channels of the Event;

10.3 **Advertising:** Subject to existing laws and contractual obligations, the City will maximize publically controlled advertising space in San Francisco and at San Francisco International Airport available to the Event Authority to promote the Event. A general inventory of available space is attached as Exhibit D. The City also will use its reasonable efforts to gain access to other outdoor advertising sites for use by the Event Authority to promote the Event, particularly along Highways 101 and 280 between the San Francisco International Airport and San Francisco and Highways 580, 880 and 980 between the Oakland International Airport and San Francisco;

10.4 **Meteorological Support:** (Coast Guard, National Weather Service of the Federal Government) Full data and information from the National Weather Service to be provided to competitors and the officials free of charge, and to permit the installation of land stations within 25 miles of the Event venue, and the installation of meteorological and oceanographic buoys in and near the race area;

10.5 **Berthage:** (San Francisco Port Commission) Berthage to be provided free of charge on the City's waterfront for up to two special purpose America's Cup ships to transport competitors and officials' equipment between Pre-regattas and the event, and the City will work with the ACOC to raise funds to offset all of the stevedoring costs (excluding Event Authority personnel) associated with the loading and unloading of such ships;

10.6 **Customs:** (Immigration and Customs Enforcement (ICE) of the Federal Government) The City will cause relevant federal authorities to implement protocols for importing equipment and personal effects (and exporting them after the Event) for persons associated with the Event Authority and its affiliates, competitors, officials and the media, free of customs duties, bonding requirements and like restrictions, subject to the relevant importer complying with reasonable procedures and inspections;

10.7 **Taxation:** (Internal Revenue Service, Franchise Tax Board, and other relevant agencies, Federal and State Governments) The City will use its best efforts to obtain state and federal income tax treatment for the Event Authority, America's Cup Race Management, competitors, and their non-US national contractors and employees and their dependants, no less favorable than the income tax regime created for the 32nd America's Cup in Valencia, Spain, subject to the Event Authority providing the "general commitments in connection with taxes" referenced in section 19 of the Valencia Host City Agreement;

10.8 **Event Protection:** The City and the ACOC will work with the Event Authority to develop and implement a mutually agreed upon anti-ambush program, to the full extent permitted by law, to protect the Event from ambush marketing, to protect from

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the sale of counterfeit products and to prevent ambush activities both proximate to the Event and elsewhere in the City and the San Francisco Bay Area;

10.9 Detrimental Works: The City will use all lawful means to restrict noise and debris generating activities on public works and large private construction projects (if any) in areas reasonably proximate to the Event during the Pre-regattas, the CSS and the America's Cup Match to ensure the environment in and around the America's Cup facilities will reflect well on San Francisco, provided that this obligation shall not extend to activities (if any) associated with the Bay Bridge Replacement or the Doyle Drive Replacement;

10.10 Security: (Federal, State and Local Governments) The City will develop and implement plans to address all reasonable safety and security measures (including emergency and rescue services) to protect the Event, competitors, officials, sponsors and the media and the public taking into consideration the Event Authority's wish for an efficient, inviting and open Event. The Event Authority shall be responsible for security (other than emergency and rescue services) within areas requiring special authorization, ticketing or other non-public access. Except for areas restricted to authorized persons only (if any), the City shall be responsible for safety and security on and about streets and sidewalks temporarily closed under the Event Plan;

10.11 Immigration: (ICE of the Federal Government) The City will use best efforts to cause relevant federal authorities to implement protocols for simplifying the immigration process for Event related non-U.S. nationals and their families and dependants to ensure that such persons shall be entitled to enter the U.S. and lawfully remain here, and obtain necessary permits to work here, until a reasonable time after the conclusion of the Event irrespective of their country of origin;

10.12 Relocation Support: The City and the ACOC will coordinate and facilitate the services for non-US personnel relocating to the San Francisco Bay area with assistance in locating suitable housing and schooling; the City will assist partners of Event related personnel, to the extent legally possible, with applications for work permits, the qualification for which is a matter solely of federal law;

10.13 Recognition of Foreign Licenses: (Coast Guard) The City and the ACOC will assist the Event Authority in coordinating with the Coast Guard concerning any registration and licensing required for Event related vessels. The City and the ACOC also will assist the Event Authority in matters concerning California Department of Motor Vehicles driver's license and vehicle registration requirements. In each instance, the required outcome shall be that foreign-issued vessel and vehicle registrations and drivers' and operators' licenses will be recognized by state and federal agencies and authorities for the duration of the Event;

10.14 Volunteers: The City and the ACOC will provide leadership in developing a Bay Area volunteer program to recruit persons from the regional sailing community and other civic minded individuals able and willing to help the Event; and

10.15 **Hotel Rooms:** The City and the ACOC will coordinate with the City's not for profit Convention Bureau to secure sufficient hotel room nights, consistent with the Event Plan, for the 34th America's Cup and all Pre-regattas, at best convention discounted room rates in San Francisco hotels.

11. Pre-Regattas. The Event Authority may hold Pre-regattas in San Francisco leading up to the year of the America's Cup Match as set forth in the Event Plan. Subject to the Event Plan, the City and the Event Authority will cooperate to secure adequate facilities (including Pier 80) from which the Event Authority will stage the Pre-Regattas. The Event Authority and the City will identify the specific administrative requirements for Pre-Regattas, such as waterway and airway usage and control, safety and security plans, coordination with other regulatory authorities and scheduling of non America's Cup affiliated sailing events as planning proceeds for the Pre-regattas.

12. Event Sponsorship/Revenues. With the cooperation of the City, the ACOC shall procure sponsors, who in the aggregate will provide to the Event Authority \$270 million in sponsorship revenue for the Event. All sponsors must be reasonably approved by the Event Authority. In addition, all media and intellectual property rights relating to the Event and all revenues generated at the venue locations are to be owned by the Event Authority.

13. Bond.

With the cooperation of the City, the ACOC shall provide a bond or other insurance, or financial or surety product, acceptable to the Event Authority in its discretion in the amount of \$32 million to secure the obligations owed to the Event Authority by the City and/or the ACOC, including the financial commitments set forth in Section 6.2. The City shall provide a performance bond guaranteeing the completion of the work it has agreed to perform under Section 7.2.

14. Selection of Host City and Benchmarks for Performance.

14.1 Subject to all necessary approvals, including the completion of all required environmental review under CEQA, upon due execution and delivery, the Host City Agreement will be binding on the City and the ACOC and will be binding on the Event Authority upon the condition that the City is selected as Host City for the 34th America's Cup.

14.2 The Parties acknowledge that the Golden Gate Yacht Club must announce its selection of the Host City for the 34th America's Cup by no later than December 31, 2010. The Parties further acknowledge that at the time of selection, there may be unresolved matters bearing on the City's capacity to host the 34th America's Cup including, without limitation, review under CEQA and procurement of required sponsorship funding and consents, approvals and/or exemptions required from regional, state and federal governmental agencies and authorities having jurisdiction. Accordingly,

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the Host City Agreement will include a series of benchmark dates by which resolution of these matters must occur. If the City is unable to timely achieve any of the benchmarks, the Host City Agreement will grant the Event Authority the right to terminate the Host City Agreement or to scale back the number of Event races held in the City by eliminating some or all of the Pre-regattas and/or some of the DSS, CSS and Match races.

15. Immediate Next Steps. The City will seek to obtain endorsement of this term sheet by its Board of Supervisors in October 2010. The Event Authority and the City contemplate continuing to negotiate in good faith with the goal of entering into a Host City Agreement, approved by the City's Board of Supervisors and Port Commission, incorporating, to the extent feasible and legally permissible, the essential terms set forth in this term sheet. The Host City Agreement will be conditional upon The Golden Gate Yacht Club selecting San Francisco as the Host City for the 34th America's Cup.

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Exhibit A – Event Plan

In accordance with the terms The Protocol Governing the 34th America's Cup entered into on September 13, 2010, between the Golden Gate Yacht Club and Club Nautico di Roma, as may be amended from time to time ("the Protocol"), more particularly providing for:

1. An annual series of regattas to constitute an annual America's Cup World Series to be held in the years 2011 and 2012 in locations around the world;
2. An America's Cup Challenger Selection Series to select a challenger to meet the representative of the Golden Gate Yacht Club for the America's cup Match for the America's Cup;
3. A possible America's Cup Defender Selection Series to select the representative of The Golden Gate Yacht Club for the America's Cup Match; and
4. An America's Cup Match to decide the winner of the 34th America's Cup.

All such events are subject to the terms and conditions of the Protocol.