

1	<p>IS SOCCER CITY A PRECISE PLAN? The SoccerCity land plan maps and graphics are “conceptual” and generally not enforceable by the City. SoccerCity’s land plan permits an extremely broad range of intensities. For example:</p> <ul style="list-style-type: none"> • The number of units the initiative permits ranges from a minimum of 800 to a maximum of 4,800 units. • The number of hotel rooms range from 0 to 450. • The retail space permitted can range from 37,500 to 740,000 square feet. • The office space permitted can range from 125,000 to 2,400,000 square feet. <p>The SoccerCity Initiative gives FS Investors, without public hearings or environmental review, the sole power to determine the location, timing and intensity of development and expressly removes the City Council from making such future development decisions and <i>prohibits</i> public hearings on those decisions.</p>	
2	<p>Conceptual Not Regulatory [3.1]. Page 123 See Exhibit A</p>	<p>3.2 Conceptual Site Plan</p> <p><i>Figure 3.6, Conceptual Stadium Area Rendering, is provided as a concept for how the River Park and Mixed Use Site may develop and Figure 3.7, Professional Soccer Practice Facility, is provided to illustrate how the Murphy Canyon Site may develop. These site plans are conceptual in nature, are not regulatory, and in no way direct how such areas shall be organized or developed.</i> Proposed development within the Plan Area shall be regulated by the development regulations in this Specific Plan and not these conceptual site plans.</p>

3	Any Use Any Where [8.2]. Page 226	<p>8.2 Land Use Types and Intensities</p> <p>In response to changing market and planning conditions, the Specific Plan allows for flexibility in the selection of the land use types and intensities that may occur within each planning district, provided that land uses are in accordance with the zone of the district and meets the design requirements of this Specific Plan. Permitted uses under the Specific Plan that are permitted anywhere in the Plan Area may include, but not be limited to: a Sports Stadium as specified in the Specific Plan; a professional football and/or collegiate football joint use stadium; parks and open space; community and civic uses; multi-family residential uses; and retail commercial and business park/office uses as specified in this Specific Plan and further regulated by the City's Municipal Code.</p>
4	Any Use Any Order [8.3]. Page 227	<p>This Specific Plan does not require that the development occur in any specific order. More than one phase of development may occur at one time, provided that the necessary infrastructure is in place or occurs to the extent deemed physically feasible concurrently as specified in each phase(s) of development. To ensure that funding for traffic improvements is provided in synch with development, the Specific Plan includes a Transportation Phasing Plan associated with a development ADT level. These improvements shall be constructed or funded prior to building permits for the next phase of development under the Transportation Phasing Plan. The inability to obtain permits to construct certain off-site Improvements associated with a particular ADT shall not preclude the development of the River Park and Mixed Use Site past such ADT provided that the funds for the off-site Improvement are deposited with the City at the time provided in Table 5.2 and any schedule prepared by the City in accordance with this Specific Plan.</p>

5	Any Use Any Order [Development Agreement]. Page 289	<p>15. <u>Timing of Development</u>. Because the California Supreme Court has held that failure of the parties to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the intent of the Developer and the City to cure that deficiency by acknowledging and providing that the Developer shall have the right (without the obligation) to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject to the terms of this Agreement.</p>								
6	<p>Minimum Intensities [3.26]. Page 148 See Exhibit B</p> <p>(Note: No Minimum Hotel Rooms)</p>	<p>3.5.1 Minimum Development</p> <p>The River Park and Mixed Use Site shall be developed with the following minimum levels of development to ensure a balanced mix of land uses:</p> <p style="text-align: center;">Table 3.3 Minimum Development</p> <table border="1" data-bbox="858 708 1787 1227"> <thead> <tr> <th data-bbox="858 708 1325 824">Land Use</th> <th data-bbox="1325 708 1787 824">Minimum Development Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="858 824 1325 902">Residential</td> <td data-bbox="1325 824 1787 902">800 units</td> </tr> <tr> <td data-bbox="858 902 1325 1065">Commercial Office</td> <td data-bbox="1325 902 1787 1065">10% of total gross square footage in the River Park and Mixed Use Site</td> </tr> <tr> <td data-bbox="858 1065 1325 1227">Commercial Retail</td> <td data-bbox="1325 1065 1787 1227">3% of the total gross square footage in the River Park and Mixed Use Site</td> </tr> </tbody> </table>	Land Use	Minimum Development Required	Residential	800 units	Commercial Office	10% of total gross square footage in the River Park and Mixed Use Site	Commercial Retail	3% of the total gross square footage in the River Park and Mixed Use Site
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7	<p>RIVER PARK COMMITMENT The SoccerCity Initiative limits FS Investors contribution to the River Park to \$20 million, imposes no start or completion dates and eliminates the developer "obligations ... to build parks" if state and federal permits are required.</p>									

8	\$40 Million Cap. [Page 14]	<p>(D) <u>If such permits are not obtained within eighteen (18) months of the Execution Date, then the Qualified Lessee shall, at the City's option, deposit the funding for the River Park with the City, in an amount no greater than \$40,000,000 (subject to reduction pursuant to Section 61.2804 below), and shall retain the River Park area as open space until such time as construction of the River Park may commence.</u></p>
9	<p>\$20 Million Reduction [Page 14] No Mandatory Start Dates. [Page 29]</p>	<p>(i) <u>In recognition of the extraordinary costs of even a short delay and any uncertainty with respect to the necessary approvals and entitlements that will materially affect the viability of any development proposal on the Property and the ability of the Qualified Lessee to ultimately be awarded a Professional Soccer League franchise for San Diego, and to provide for the ability of the Qualified Lessee to still proceed with the development contemplated under the Specific Plan, any Lease under this Division shall provide that, if the Execution Date of the final Lease provided for in this Division is delayed beyond December 31, 2017 for any reason (except for the limited exception in this subsection): (i) the Qualified Lessee's obligations to improve City land for public recreation purposes under any Lease and the Specific Plan shall be reduced by \$20,000,000; and (ii) the Qualified Lessee's obligations to build parks shall not be subject to any time limits, mandatory start dates, or mandatory completion dates, except for any limits or dates required by state law. No such reduction shall occur if (1) the Initiative Effective Date occurs on or before August 1, 2017 and (2) the Qualified Lessee fails to submit a complete Lease application which complies with the standards of the Initiative within thirty (30) calendar days of the Initiative Effective Date.</u></p>
10	<p>Regional, State or Federal Permits [4.6]. Page 170</p>	<p>CHAPTER 4 PARKS, OPEN SPACE, AND RECREATION</p> <p>4.4 Regional, State, and Federal Permits</p> <p>This Specific Plan and Initiative create <u>no obligations or requirements on the part of developers</u> within the Plan Area to build or construct parks and/or facilities that require regional, State, or Federal permits.</p>

11	<p>River Park Commencement [8.3]. Page 227</p> <p><i>“If the Qualified Lessee fails to complete the construction of the Joint Use Stadium on the Existing Stadium Site by the Reverter Date, then the City shall have the Reverter Right to (i) terminate any Lease (subject to any non-disturbance agreement with any sublessee of any portion of the Property, other than the Stadium Land) and (ii) cause the ownership of any land transferred by the City under the Option to revert to the City.”</i> Page 24</p> <p><i>“Reverter Date means seven (7) years from the Execution Date.”</i> Page 12</p>	<p>8.3.1 Overall Phasing</p> <p>The Specific Plan envisions a balanced mixed use community which includes a world-class sports and entertainment district coupled with housing, retail and office / employment clusters. It is anticipated that the Sports Stadium will develop first, followed by construction of the Active Sports Fields and River Park / Community Park areas, and development on parcels on the periphery of the River Park and Mixed Use Site. The River Park and Active Fields shall commence construction not later than the date of the completion of the Sports Stadium. The existing stadium is anticipated to continue operation until 2018, during construction and operation of the Sports Stadium. Following development of the Sports Stadium, park areas and additional areas on the periphery of the River Park and Mixed Use Site, the existing stadium will be demolished and removed to create mixed use development areas. Development of these areas will continue until buildout has occurred.</p>				
12	<p>Private Recreation In Park [3.17]. Page 139</p>		<p>Fraternal Organizations Privately Operated, Outdoor Recreation Facilities Over 40,000 Square Feet in Size⁽⁹⁾</p>	<p>P</p>	<p>P</p>	
13	<p>PERMIT PROCESSING REQUIREMENTS The SoccerCity Initiative gives FS Investors, without public hearings or environmental review, the sole power to determine the location, timing and intensity of development and expressly removes the City Council from making such future development decisions and <i>prohibits</i> public hearings on those decisions.</p>					
14	<p>Public Hearings Will Not Be Held [8.7 & 8.8] Pages 231 & 232</p>	<p>8.8.3 Overview of Development Consistency Review Process</p> <p>Applications for <i>development</i> within the Plan Area shall be decided in accordance with Process One.</p>				

		<p>8.8.4 Process One</p> <p>An application for an approval processed in accordance with Process One shall be approved by the Development Services Department Director or his/her designee if the application meets the requirements of this Specific Plan. A public hearing will not be held.</p>
15	Everything is Process One [8.8]. Page 232	<p>8.9 Permit Processing Requirements</p> <p>Applications for building permits shall first undergo a ministerial Specific Plan consistency determination using a summary of Specific Plan design and improvement requirements to be developed by the Director of Development Services or his/her designee. The Director of Development Services or his/her designee shall review the application to confirm its consistency with the objective standards regulating design and improvement set forth or incorporated by reference in this Specific Plan, which standards shall constitute “local agency ordinances regulating design and improvement” for purposes of applicable state law. Projects that are consistent with the Specific Plan shall be issued construction permits in accordance with Process One. Determinations of the Director of Development Service or his/her designee pursuant to this section shall be ministerial.</p>
16	<p>TRANSPORTATION IMPROVEMENTS The SoccerCity Initiative eliminates FS Investors “obligations ... to build facilities” if state and federal permits are required.</p>	

17	Q1 Regional, State or Federal Permits [4.6]. Page 170	<p style="text-align: center;">CHAPTER 4 PARKS, OPEN SPACE, AND RECREATION</p> <p>4.4 Regional, State, and Federal Permits</p> <p>This Specific Plan and Initiative create no obligations or requirements on the part of developers within the Plan Area to build or construct parks and/or facilities that require regional, State, or Federal permits.</p>
18	Off Site Improvements [5.16 to 5.20]. Pages 188 to 192	<p><i>Rancho Mission Road</i></p> <ul style="list-style-type: none"> • Restripe the existing Rancho Mission Road, west of Ward Road to include two (2) travel lanes with Class II bike lanes on either side. On-street parking may need to be removed. Provide Class II bike lanes and sidewalks on both sides and enhance lighting at the I-15 undercrossing. <p><i>San Diego Mission Road</i></p> <ul style="list-style-type: none"> • Restripe the existing San Diego Mission Road over I-15 to include two (2) lanes in each direction with Class II bike lanes on either side. A cantilevered bridge on either side is proposed to accommodate sidewalks on both sides. Provide Class II bike lanes or sharrows within the existing curb between I-15 and Rancho Mission Road. Developer shall pay 100%. <p><i>I-15 / Friars Road Interchange</i></p> <ul style="list-style-type: none"> • Widen the westbound approach at the SB ramps intersection to include dual right-turn lanes. To enhance pedestrian and bicycle mobility, the loop on-ramp to SB I-15 is proposed to be “squared-off” such that the right-turns occur within the intersection. • Restripe the overcrossing such that the dual eastbound left-turns are accommodated at the I-15 NB ramps intersection. This is accomplished restriping the additional width gained by removing the free loop ramps. No bridge deck widening is proposed. A new sidewalk and a Class II bike lane are also proposed on the north side of the overcrossing. • Widen on the westbound approach at the NB ramps intersection to ensure acceptable intersection alignment and offset. “Square-off” the loop on-ramp to ensure right-turns occur within the intersection. Developer shall pay 100%. <p><i>I-15 / Friars Road Interchange</i></p> <ul style="list-style-type: none"> • Widen the SB ramps intersection to include dual westbound left-turn lanes and dual right-turn lanes. “Square-off” the loop on-ramp to ensure right-turns occur within the intersection. Widen the eastbound approach to include dual left-turn lanes and dual right-turn lanes. Widen the on-ramp to include a second on-ramp lane. • Widen the overcrossing to 8-lanes, which include six (6) through lanes and dual (2) left-

		<p>turn lanes on the bridge deck. Install sidewalks and Class II bike lanes on both sides.</p> <ul style="list-style-type: none"> • Widen the eastbound approach at the NB ramps intersection to include dual left-turn lanes. Widen on the westbound approach to ensure acceptable intersection alignment and offset. "Square-off" the loop on-ramp to ensure right- turns occur within the intersection. • Developer shall pay fair share contribution.
19	AFFORDABLE HOUSING The SoccerCity Initiative delays the provision of affordable housing for 10 years.	
20	<p>10 Year Delay. Page 15</p> <p>Contrast with Soccer City Economic and Fiscal Study "Approximate seven year construction timeline with no assumed start or end year included in the study." Page 8</p>	<p>(11) <u>To implement the City's policy goal of providing affordable housing, any Lease shall require the Qualified Lessee to construct and provide for: (i) the greater of ten (10) percent of dwelling units on the Existing Stadium Site or eighty (80) dwelling units as affordable to and occupied by "targeted rental households" (as used in San Diego Municipal Code Chapter 14, Article 2, Division 13); or (ii) equivalent for-sale affordable residential units. To further this goal of providing affordable housing, the Qualified Lessee under any Lease shall take all other steps necessary to satisfy San Diego Municipal Code Chapter 14, Article 2, Division 13, including consenting to the recordation of any required Declaration of Covenants, Conditions, and Restrictions. This requirement shall apply from and after the tenth anniversary of the effective date of any Lease.</u></p>
21	SDCCU STADIUM MAINTENANCE The SoccerCity Initiative requires the City to continue to pay for maintenance of SDCCU Stadium until at least 2021, or until FS Investors demolishes the stadium which is not required until after development of the stadium (7 years).	
22	City Responsibility. Page 20	<p>(B) <u>The City shall continue to retain its existing responsibility for costs or damage caused or associated with ongoing operations related to the Existing Stadium prior to the demolition of the Existing Stadium, and the burden of such costs shall not be shifted from the City to the Qualified Lessee under the standards of any Lease.</u></p>

23	<p>How Long [8.3] Page 227</p> <p><i>“If the Qualified Lessee fails to complete the construction of the Joint Use Stadium on the Existing Stadium Site by the Reverter Date, then the City shall have the Reverter Right to (i) terminate any Lease (subject to any non-disturbance agreement with any sublessee of any portion of the Property, other than the Stadium Land) and (ii) cause the ownership of any land transferred by the City under the Option to revert to the City.”</i> Page 24</p> <p><i>“Reverter Date means seven (7) years from the Execution Date.”</i> Page 12</p>	<p>8.3 Phasing</p> <p>8.3.1 Overall Phasing</p> <p>The Specific Plan envisions a balanced mixed use community which includes a world-class sports and entertainment district coupled with housing, retail and office / employment clusters. It is anticipated that the Sports Stadium will develop first, followed by construction of the Active Sports Fields and River Park / Community Park areas, and development on parcels on the periphery of the River Park and Mixed Use Site. The River Park and Active Fields shall commence construction not later than the date of the completion of the Sports Stadium. The existing stadium is anticipated to continue operation until 2018, during construction and operation of the Sports Stadium. Following development of the Sports Stadium, park areas and additional areas on the periphery of the River Park and Mixed Use Site, the existing stadium will be demolished and removed to create mixed use development areas. Development of these areas will continue until buildout has occurred.</p>
24	<p>MURPHY CANYON SITE The SoccerCity Initiative converts the 20-acre Murphy Canyon Charger Training Center site from Industrial to Commercial, permits development of hotels on the site as a matter of right, and exempts the construction of such hotels from the otherwise applicable airport land use compatibility regulations for Montgomery Field and MCAS Miramar.</p>	
25	<p>Exempt from the Montgomery Field Master Plan and the Airport Land Use Compatibility Plans for Montgomery Field and MCAS Miramar. Page 8</p>	<p>Provisions for Hotel/Motel Development on page 39 are amended as follows:</p> <p>Hotel/Motel Facilities will require a Planned Commercial Development (PCD) permit to implement the design recommendations of this Plan and ensure compatibility with the development regulations of the Montgomery Field Master Plan and the Airport Land Use Compatibility Plans for Montgomery Field and MCAS Miramar, <u>except those areas located within the San Diego River Park, Soccer City, and Qualcomm Stadium Redevelopment Specific Plan Area, which shall allow Hotel development by right.</u> If the property is industrially zoned, a rezone to an appropriate commercial zone will be necessary.</p>
26	<p>Change Plan Designation From Industrial to Commercial. Page 39</p>	<p>See Exhibit C.</p>

27	NOISE LIMITS The SoccerCity Initiative exempts the project from current stadium noise regulations.
28	<p>Exempt from noise volume and duration limits. Page 7</p> <p>Plan Elements Section, Conservation Noise at page 159 is amended as follows:</p> <p>The freeways crossing and extending the length of the Valley contribute significantly to the noise levels there. Events held in San Diego Jack Murphy Stadium also contribute to noise levels in the eastern section of the community. Currently, only stadium concerts and firework displays have noise related regulations <u>unless otherwise authorized pursuant to a Specific Plan or permit</u>. Each of these events may not exceed a 95 decibel average (measured at the - press level) and must end at a prescribed time <u>unless otherwise authorized by a Specific Plan or permit</u>. Average noise levels (hourly) for sporting events (football games and motorcycle racing) have been measured at between 93 and 95 decibels. The noise generated by I-15 between Friars Road and I-8 is 76 decibels at 50 feet from the center of the outside lane, based on a daily traffic count of 57,800. Future modification to the stadium should take into consideration additional noise abatement measures. The recent seating expansion project which partially enclosed the southeastern portion should provide some noise attenuation of stadium events.</p>
29	SAN DIEGO RIVER MASTER PLAN The SoccerCity Initiative exempts the project from the San Diego River Master Plan.
30	<p>Exempt from the San Diego River Master Plan. Page 6</p> <ul style="list-style-type: none"> All new structures built adjacent to the River should be design to be in accordance with the Mission Valley Planned District Ordinance and be consistent with the meet the San Diego River Park Master Plan Design Guidelines, <u>or as otherwise regulated by a Specific Plan.</u>
31	SAN DIEGO STATE UNIVERSITY The SoccerCity Initiative purports to create an opportunity for SDSU to build some academic uses on the site, but the initiative requirements are impossible to comply with, because of steep slope, habitat and traffic constraints. Additionally FS Investors offered to gift the new stadium to SDSU but that is expressly prohibited by the initiative.
32	<p>Soccer City Offer to Gift Stadium to SDSU. Page 16</p> <p>(20) <u>Notwithstanding any other provision of this Division, any Lease shall specify that the <i>Joint Use Stadium</i> shall be privately owned and no City funds shall be utilized, nor shall City bonds be issued, for its construction and operation. It is also a requirement that under any Lease approved pursuant to this Division, the City shall not use any public funds to pay for any:</u></p>

33	<p>San Diego State University “Option” [8.5]. Page 229</p> <p>See Exhibit D (Optional Park Area Map, [4.2]. Page 166)</p> <p>Separate Environmental Review</p>	<p>8.4 San Diego State University Option</p> <p>It is contemplated that SDSU may improve the area shown on <i>Figures 4.1 and 4.2</i> as Optional Park Areas into parkland, which, if developed, shall constitute part of the Active Fields required by this Specific Plan. The Specific Plan provides an opportunity for San Diego State University to acquire land within the Plan Area by reaching agreement with any lessee of the City. If developed as Optional Park Areas, a pedestrian connection between the existing MTS trolley station and the Optional Park Area on the south side of the San Diego River will be required to provide access from the River Park and Mixed Use Site to the Optional Park Area, in compliance with applicable flood channel regulations and applicable habitat preservation agreements.</p> <p>Active Field development of Optional Park Areas shall be subject to separate environmental review by the University and other applicable agencies, as well as any discretionary or ministerial permitting required by the applicable agency for the development of these sites. Development by SDSU for property under agreement with a lessee shall be for university-related purposes and shall be permitted and developed in accordance with this Specific Plan and the allowable uses set forth herein.</p>
34	<p>North of Friars - Hillside Preservation [1.14]. Page 116</p>	<ul style="list-style-type: none"> • Hillside Preservation & Conservation: To the north of Friars road are steep, undeveloped hillsides. The Specific Plan’s proposed development would not alter this hillside area. Moreover, the Specific Plan incorporates the ULI development principles, including the incorporation of
35	<p>South of River - Habitat</p>	<p>See Exhibit E - Biology Report</p>

36	¼ Mile Park Requirement [3.39]. Page 160	<ul style="list-style-type: none"> • Parks will be located throughout the Specific Plan within 0.25 miles (5-minute walk) from residential areas.
37	ADT Cap/LOS D [8.1]	<p>The maximum amount of development in the River Park and Mixed Use Site is limited by peak hour trips in order to minimize or avoid impacts to intersections in and around the River Park and Mixed Use Site. Build-out development within the River Park and Mixed Use Site on a typical day with no games, shall not generate more than 71,533 total driveway ADT and not more than 4,849 total driveway AM peak-hour trips, (2,993 in and 1,856 out) and not more than 7,150 total driveway PM peak-hour trips (3,225 in and 3,925 out). Additional development beyond that limit may not be approved by the City unless the applicant can demonstrate through a traffic analysis prepared by a qualified traffic engineer approved by the City that additional peak hour trips will not cause any study area intersection which is operating at an acceptable level of service to fall below LOS "D" or the developer agrees to construct and/or provide the City with funding to construct improvements that will ensure that study area intersections do not fall below LOS "D" as a result of the improvement. Such study area intersections are:</p>