ATTACHMENT 1

Transbay Final and Conclusive Determination

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. ▪ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

April 15, 2012

Ms. Tiffany Bohee, Executive Director
City and County of San Francisco Successor Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103

Dear Ms. Bohee:

Subject: Request for Final and Conclusive Determination

On November 7, 2012, the City and County of San Francisco Successor Agency (Agency) submitted a petition to the Department of Finance (Finance) requesting written confirmation that its determination of three enforceable obligations as approved in a Recognized Obligation Payment Schedule (ROPS) is final and conclusive. The three obligations subject of the request are all connected to the Transbay Transit Center Redevelopment Project and are specifically listed on the ROPS III (July 1, 2012 through December 31, 2012) and ROPS 13-14A (January 1, 2013 through June 30, 2013) as the following:

ROPS III Item No.	ROPS 13-14A Item No.	Project Name / Debt Obligation	Contract Execution Date
85	102	Tax Increment Sales Proceeds Pledge Agreement (Tax Increment)	1/31/2008
86	105	Implementation Agreement	1/2/2005
192	237	Affordable Housing Program funded by LMIHF for Transbay	1/20/2005

Finance has completed its review of the Agency's petition, which included obtaining clarification on items provided and additional supporting documentation. Pursuant to Health and Safety Code section 34177.5 (i), we are pleased to inform you that the approval of 102, 105, and 237 as listed on the approved ROPS 13-14A is final and conclusive. Finance's review of these obligations in a future ROPS shall be limited to confirming that the requested payments are required by the prior enforceable obligation. This final and conclusive determination is only valid for the three items listed above.

Please be advised that there may be activities included in the enforceable obligations described in this letter that are permissive that the Agency may no longer have the statutory authority to carry out. This final and conclusive determination neither grants additional authority to the Agency nor does it authorize acts contrary to law. Additionally, any amendments to the above items are not subject to this final and conclusive determination.

Please direct inquiries to Justyn Howard, Assistant Program Budget Manager at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Ms. Sally Oerth, Deputy Director, City and County of San Francisco
Mr. James Whitaker, Property Manager, City and County of San Francisco
California State Controller's Office

Trans Bay Transit Center Property Transactions

Howard, Justyn to: tiffany.bohee@sfgov.org 09/10/2013 09:17 AM
Cc: "Szalay, Steve", "Howard, Justyn"

1 attachment

winmail.dat

Dear Tiffany Bohee and Other Interested Parties (Including Title Companies),

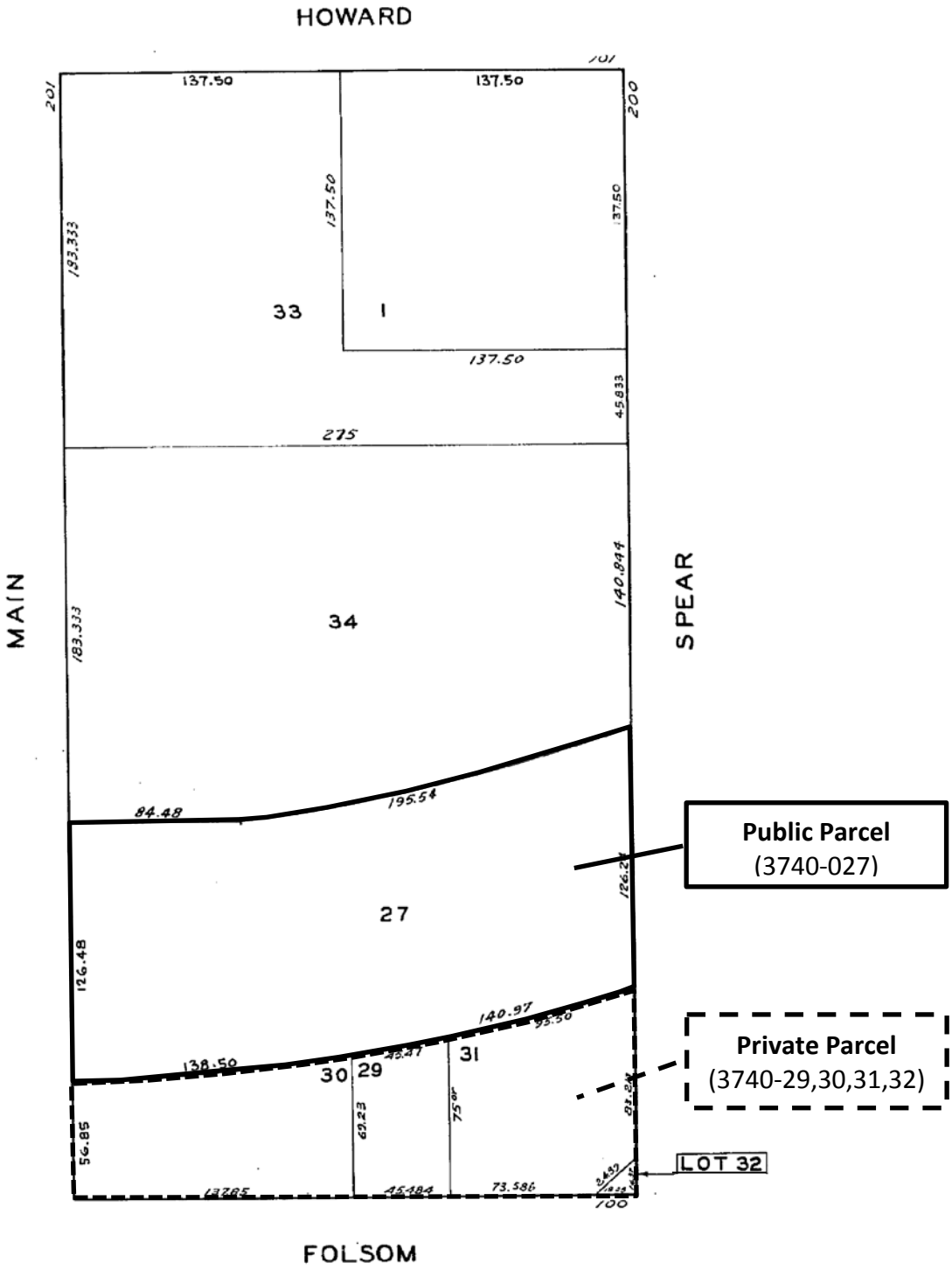
This email confirms that the Department of Finance (Finance) has issued a final and conclusive enforceable obligation determination related to San Francisco's Trans Bay Transit Center Redevelopment Project. As such, any sale, transfer, or conveyance of property related to this project, and as outlined in the project documents, is authorized. These activities would be done in compliance with an approved final and conclusive enforceable obligation. Title companies may rely conclusively on this email from Finance as verification that no objection to any sale, transfer and/or conveyance of property related to this project will be initiated.

Should any parties have further questions related to this San Francisco Successor Agency obligation please do not hesitate to ask.

Regards,
Justyn Howard
Assistant Program Budget Manager
Department of Finance
Local Government Unit
915 L St., 10th Floor
Sacramento, CA 95814
Phone: 916-445-1546
Email: justyn.howard@dof.ca.gov<mailto:justyn.howard@dof.ca.gov>

ATTACHMENT 2

Site Plan



ATTACHMENT 3

Site Legal Description

PUBLIC PARCEL

ALL THAT PROPERTY SITUATED IN THE STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MAIN STREET WITH THE NORTHWESTERLY LINE OF FOLSOM STREET; THENCE NORTHWEST ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 183.33 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 6463 AT PAGE 507, OFFICIAL RECORDS OF SAN FRANCISCO, THE POINT OF BEGINNING; THENCE LEAVING SAID LINE OF MAIN STREET PARALLEL WITH SAID LINE OF FOLSOM STREET, NORTH 45°07'55" EAST, 84.83 FEET; THENCE ON A CURVE, CONCAVE NORTHWESTERLY, WITH A MEDIAL BEARING OF NORTH 51°35'33" WEST, RADIUS OF 958.00 FEET, LENGTH OF 195.58 FEET, CENTRAL ANGLE OF 11°41'50" TO THE SOUTHWESTERLY LINE OF SPEAR STREET, DISTANT THEREON NORTH 44°52'05" WEST, 225.82 FEET FROM THE INTERSECTION OF SAID LINE OF SPEAR STREET WITH THE NORTHWESTERLY 1INE OF FOLSOM STREET; THENCE SOUTHEASTERLY ALONG SAID LINE OF SPEAR STREET, SOUTH 44°52'05" EAST, 126.23 FEET; THENCE LEAVING SAID LINE OF SPEAR STREET ON A CURVE, CONCAVE WESTERLY, WITH A RADIAL BEARING OF NORTH 61 °10'13" WEST, RADIUS OF 1078.50 FEET, LENGTH OF 279.51 FEET, CENTRAL ANGLE OF 14°50'57" TO THE AFORESAID NORTHEASTERLY LINE OF MAIN STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 126.74 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS:
STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, RIGHT-OF-WAY RECORD MAP R-23.5, IV SF 224.

LOT 027, BLOCK 3740

PRIVATE PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:
COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 137.85 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF MAIN STREET; RUNNING THENCE NORTHEASTERLY AND ALONG SAID LINE OF FOLSOM STREET, 45.833 FEET TO A POINT DISTANT THEREON 91.666 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF SPEAR STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY, 75 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED BY CALIFORNIA STEVEDORE AND BALLAST COMPANY, A CORPORATION, TO THE STATE OF CALIFORNIA DATED AUGUST 25, 1954, RECORDED OCTOBER 13, 1954 IN BOOK 6466, OF OFFICIAL RECORDS, AT PAGE 394, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; RUNNING THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, 45.47 FEET TO A POINT IN THE LINE DRAWN AT RIGHT ANGLES TO FOLSOM STREET THROUGH THE POINT OF COMMENCEMENT; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED LINE AT A DISTANCE OF 69.23 FEET TO THE NORTHWESTERLY LINE OF FOLSOM STREET AND THE POINT OF COMMENCEMENT.

LOT 029, BLOCK 3740

PARCEL TWO:
A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 3, 1954 IN VOLUME 6443, PAGE 492, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET WITH THE NORTHEASTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 44° 52' 05" WEST, 56.85 FEET; THENCE LEAVING LAST SAID LINE FROM A TANGENT THAT BEARS NORTH 43° 40' 45" EAST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1078.50 FEET, THROUGH AN ANGLE OF 7° 21' 29", AN ARC LENGTH OF 138.50 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL; THENCE ALONG LAST SAID LINE SOUTH 44° 52' 05" EAST, 69.23 FEET TO SAID NORTHWESTERLY LINE OF FOLSOM STREET; THENCE ALONG LAST SAID LINE SOUTH 45° 07' 55" WEST 137.85 FEET TO THE POINT OF COMMENCEMENT.

LOT 030, BLOCK 3740

PARCEL THREE:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET WITH THE SOUTHWESTERLY LINE OF SPEAR STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF SPEAR STREET, 183 FEET, 4 INCHES; THENCE SOUTHWESTERLY, PARALLEL WITH SAID LINE OF FOLSOM STREET, 137 FEET, 6 INCHES; THENCE SOUTHEASTERLY, PARALLEL WITH SAID LINE OF SPEAR STREET, 183 FEET, 4 INCHES TO SAID LINE OF FOLSOM STREET; THENCE NORTHEASTERLY THEREON, 137 FEET, 6 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED BY CALIFORNIA STEVEDORE AND BALLAST COMPANY TO THE STATE OF CALIFORNIA, IN DEED RECORDED OCTOBER 13, 1954, BOOK 6466, PAGE 394, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED FROM CALIFORNIA STEVEDORE AND BALLAST CO., A CORPORATION, TO EUGENE D. SWEETLAND, ET UX, RECORDED JANUARY 18, 1965, BOOK A932, PAGE 446, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED FROM CALIFORNIA STEVEDORE AND BALLAST CO., A CORPORATION, TO THE STATE OF CALIFORNIA, RECORDED JANUARY 2, 1969, BOOK B301, PAGE 788, OFFICIAL RECORDS.

LOT 031, BLOCK 3740

PARCEL FOUR:
A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED NO. 39989, RECORDED JANUARY 2, 1969, IN VOLUME B301, PAGE 788, OFFICIAL RECORDS OF SAN FRANCISCO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET WITH THE SOUTHWESTERLY LINE OF SPEAR STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46°17' 30" WEST, 18.08 FEET; THENCE FROM A TANGENT THAT BEARS NORTH 03° 22' 32" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 922.07 FEET, THROUGH AN ANGLE OF 1 O 30' 56", AN ARC LENGTH OF 24.39 FEET TO SAID SOUTHWESTERLY LINE OF SPEAR STREET; THENCE ALONG LAST SAID LINE, SOUTH 43° 42' 30" EAST, 16.37 FEET TO THE POINT OF COMMENCEMENT.

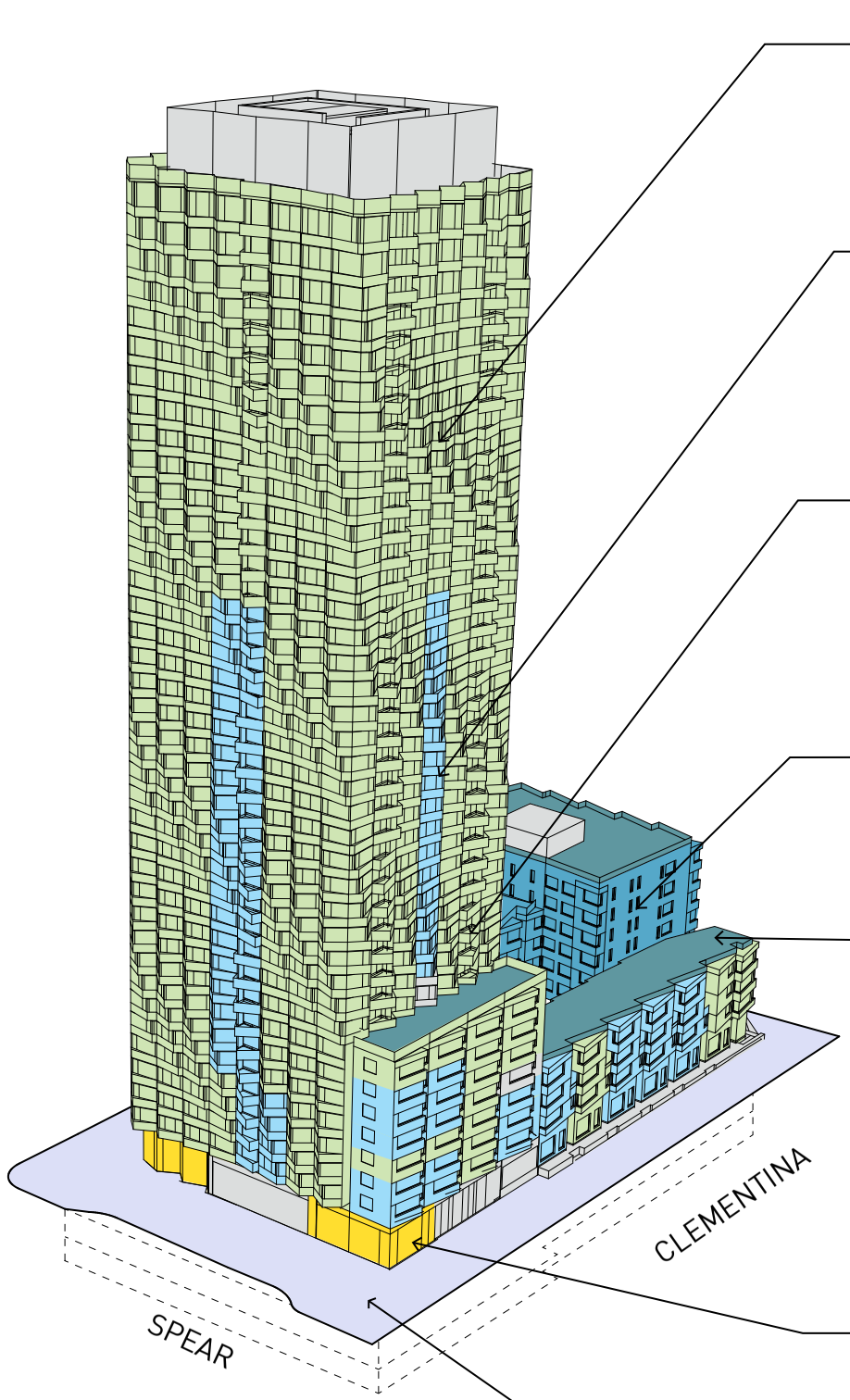
LOT 032, BLOCK 3740

ATTACHMENT 4

Development Program

ATTACHMENT 4
DEVELOPMENT PROGRAM

VIEW FROM NORTH EAST



RESIDENTIAL TOWER AND TOWNHOMES
315 TOTAL UNITS
474,476 GSF

MARKET RATE PROJECT
TOWER + TOWNHOMES
235 UNITS
LEVELS 02-PH (TOWER)
LEVELS 01-04 (TOWNHOMES)

DEVELOPER INCLUSIONARY PROJECT
TOWER + TOWNHOMES
80 UNITS
LEVELS 02-26 (TOWER)
LEVELS 01-04 (TOWNHOMES)

BALCONIES (PRIVATE OPEN SPACE)
198 TOTAL BALCONIES

PODIUM BUILDINGS (PODIUM 1: 65-FOOT & PODIUM 2: 85-FOOT)
76 TOTAL UNITS
74,344 GSF

OCII AFFORDABLE PROJECT
PODIUM
76 UNITS
LEVELS 02-08

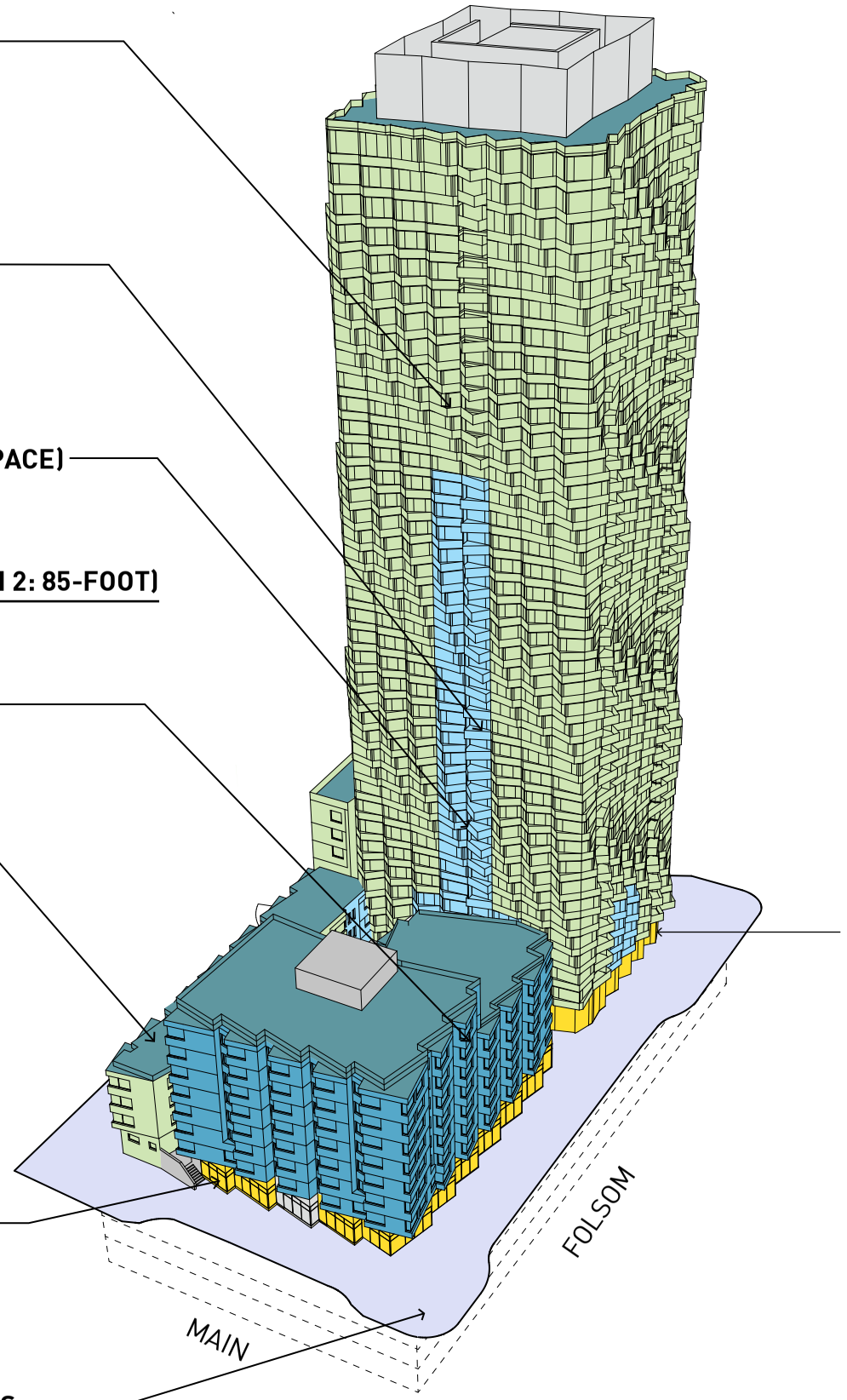
SHARED AMENITITES AND OPEN SPACE
3,180SF ROOF TERRACE
3,718SF COURTYARD

SHARED UNDERGROUND PARKING GARAGE
3 LEVELS
150 BIKE PARKING SPACES
340 VEHICULAR SPACES
138,054 GSF

GROUND FLOOR RETAIL
TOWER + PODIUM
4 SPACES
LEVEL 01
10,200 GSF

STREETSCAPE IMPROVEMENTS

VIEW FROM SOUTH WEST



MARKET RATE
INCLUSIONARY BMR
CITY AFFORDABLE BMR
RETAIL
STREETSCAPE IMPROVEMENTS

ATTACHMENT 5

Schedule of Performance

Task	Performance Date	Outside Date for Performance (subject to provisions of Agreement)
Schematic Design -- Submission to Successor Agency	Complete	---
Redevelopment Plan Amendment – Approval by Commission	Complete	---
Redevelopment Plan Amendment and General Plan Conformance – Approval by Planning Commission	Complete	---
Redevelopment Plan Amendment – Approval by the Board of Supervisors	Complete	---
OP/DDA – Approval by the Commission		June 21, 2016
Schematic Design -- Approval by Commission	Approved concurrently with Commission approval of the OP/DDA	June 21, 2016
Development Controls Amendment – Approval by Commission	Approved concurrently with Commission approval of the OP/DDA	June 21, 2016
Developer Pays Good Faith Deposit	Within 10 calendar days of Effective Date of OP/DDA, per Section 1.06	July 1, 2016
Section 33433 Findings and Redevelopment Plan Amendment – Approval by the Board of Supervisors	At least 30 calendar days after Effective Date	July 26, 2016
Design Development Documents -- Submission to Successor Agency	Within 60 calendar days of Effective Date	August 20, 2016
Design Development Documents – Completeness Check by Successor Agency	Within 15 working days after submittal	September 10, 2016
Design Development Documents – Approval by Successor Agency	Within 60 calendar days after Design Development Documents are determined to be complete by Successor Agency	November 9, 2016
Successor Agency Provides Notice of Lease Termination	No later than 120 calendars prior to close of Escrow	December 9, 2016
Developer Initiates Relocation of Casual Carpool Pickup Location	No later than 90 calendar days prior to Commencement of Construction	February 7, 2016
Final Construction Documents – Submission to Successor Agency	Simultaneously with submission to DBI, but no later than 60 calendar days after approval of Design Development Documents by Successor Agency	January 8, 2017
Final Construction Documents – Approval by Successor Agency	Within 30 calendar days after the Final Construction Documents approved by DBI and any other City agencies with jurisdiction are submitted to Successor Agency	TBD
Developer Opens Escrow	At least 30 calendar days prior to	March 9, 2017

	close of Escrow	
Issuance of Site Permit by DBI	At least 30 calendar days prior to close of Escrow	March 9, 2017
Evidence of Financing and Project Commitments and Construction Contract– Submission to Successor Agency	At least 30 calendar days prior to close of Escrow	March 9, 2017
Evidence of Financing and Project Commitments -- Approval by Successor Agency	Within 15 calendar days after receipt of Evidence of Financing and Project Commitments	March 24, 2017
Unanimous approval in favor of annexing the Private Parcel into the CFD – Submission to Successor Agency	At least 30 calendar days prior to close of Escrow	March 9, 2017
Parties Submit Escrow Instructions	At least 5 business days prior to close of Escrow	April 3, 2017
Parties Submit all Documents Required to be Submitted into Escrow	No later than 1 business day prior to close of Escrow, except to the extent the Agreement provides otherwise	April 7, 2017
Close of Escrow	Within 30 calendar days of issuance of Site Permit by DBI	April 8, 2017
Construction Commencement Date	Within 30 calendar days after close of Escrow	May 8, 2017
Completion of Substantial Construction	No later than 12 months after the Construction Commencement Date	May 8, 2018
Preliminary Public Report Application – Submission to Successor Agency	No later than 30 calendar days prior to submission of application to BRE	February 1, 2019
Preliminary Public Report Application – Approval by Successor Agency	Within 15 calendar days of Developer's complete submittal	February 16, 2019
Conditional Public Report Application – Submission to Successor Agency	No later than 30 calendar days prior to submission of application to BRE	July 1, 2019
Conditional Public Report Application – Approval by Successor Agency	Within 15 calendar days of Developer's complete submittal	July 16, 2019
Final Public Report Application, including Conditions, Covenants & Restrictions, Tentative Map, and Reciprocal Easement Agreement – Submission to Successor Agency	No later than 30 calendar days prior to submission of application to BRE	October 1, 2020
Final Public Report Application – Approval by Successor Agency	Within 30 calendar days of Developer's complete submittal	October 31, 2020
Completion of Construction of the Improvements	Within 48 months of the Construction Commencement Date	May 8, 2021

Performance dates falling on a weekend or legal holiday are automatically extended to the following business day.

ATTACHMENT 6

Scope of Development

I. Description of Improvements

The Improvements, to be constructed on the Site, shall be comprised of the following components, as depicted on Attachment 4, Development Program:

A. Residential Tower and Townhomes. Developer shall construct, or cause to be constructed, an up to 400-foot residential tower ("the **Tower**") and adjacent up to 50-foot townhomes ("**Townhomes**") on the Site with the following residential components:

1. Market-Rate Project: 235 for-sale residential units interspersed throughout the Tower and Townhomes as shown on Attachment 17, Unit Mix and Location of Units. The average size of the residential units in the Market-Rate Project will be approximately 1,310 square feet. Thirty-nine units will be one-bedroom units; 156 will be two-bedroom units; 5 units will be studios and the balance of the units will include 35 three-bedroom and penthouse units, approximately.

2. Developer Inclusionary Project: no fewer than 80 affordable for-sale residential units. Of these units, 41 shall be distributed on Floors 1-5 of the adjacent Townhomes and Floors 2-6 of the Tower, and 39 units shall be distributed on Floors 7 -26 of the Tower, explicitly as shown in Attachment 17, Unit Mix and Location of Units. The average size of the residential units in the Developer Affordable Project will be approximately 793 square feet. Forty-five units will be two- bedroom units; the balance of the units will include 5 three-bedroom units, and 30 one-bedroom units.

The gross building area devoted to residential uses (excluding the Garage and retail uses) in the Tower and Townhomes will be approximately 474,476 square feet.

B. Podium Buildings. Developer shall construct, or cause to be constructed, the OCII Affordable Project in an up to 65-foot podium ("**Podium 1**") and a connected up to 85-foot podium ("**Podium 2**") located on Folsom and Main Streets. The OCII Affordable Project shall contain 76 affordable for-sale residential units, with an average size of approximately 767 square feet. Forty-two units (55% of the total) shall be one-bedroom units, 19 units (25% of the total) shall be-two bedroom units, 15 units (20% of the total) shall be three-bedroom units. One- and two-bedroom units shall include a minimum of one bathroom; three-bedroom units shall include a minimum of one and one half bathrooms. The gross building area devoted to residential uses in Podium 1 and Podium 2 (excluding the parking level) will be approximately 74,344 square feet.

C. Ground Floor Retail. Developer shall construct, or cause to be constructed, a minimum of 10,210 square feet of ground floor Retail Businesses and Personal Services, Arts Activities and Spaces, or Other Uses (as each is defined in the Redevelopment Plan) on the Main, Folsom, and Spear Street frontage of the Project; provided that any such use shall be community-serving, which shall mean a use that offers goods or services to those who live and/or work in the neighborhood, including, but not limited to, the following examples: convenience goods and services, food, home goods, restaurants, bars, local entertainment, small article shopping, personal care, fitness, pets, art, and consumer-oriented establishments that support an active pedestrian ambiance.

D. Shared Underground Parking Garage. Developer shall construct, or cause to be constructed, an underground parking garage to be used by residents of the Project (the "**Garage**"). The Garage shall include no more than one parking spacing per residential unit, including the following: a) one space for every unit in the Market-Rate Project and the Developer Inclusionary Project, or approximately 315 spaces; b) a minimum of one space for every four units in the OCII Affordable Project, or approximately 19 spaces; d) a minimum of six publically accessible car share spaces (the "**Car Share Spaces**"); ; and f) parking for approximately 150 bicycles, allocated proportionately between the Market-Rate Project and the Affordable Housing Units. The residential parking spaces shall not be deeded spaces. The Garage will be accessible to vehicles by way of a single ramp located off of Spear Street, parallel and to the north of Clementina Street.

E. Shared Amenities. Developer shall construct, or cause to be constructed, the following shared amenities, which shall be equally available to all Project residents at no cost beyond the HOA dues required to be paid by each unit: (i) an outdoor courtyard on Level 2 of Podium 1 and Podium 2 consisting of approximately 3,718 square feet; (ii) an outdoor terrace on the roof of the Townhomes consisting of approximately 3,180 square feet; and (iii) an adjacent indoor lounge space consisting of approximately 844 square feet (collectively, the "**Shared Amenities**").

F. Open Space. Developer shall construct, or cause to be constructed, 23,810 square feet of open space comprised of the following components:

1. Shared Open Space: (a) an outdoor courtyard on Level 2 of Podium 1 and Podium 2 consisting of approximately 3,718 square feet and (b) an outdoor terrace on the roof of the Townhomes consisting of approximately 3,180 square feet. The Shared Open Space shall be equally available to all Block 1 residents at no cost beyond the Homeowner's Association dues required to be paid by each unit.

2. Private Open Space: 212 balconies, at an average size of approximately 77 square feet per balcony, for 198 units within the Tower, altogether totaling approximately 16,324 square feet. Two (2) of the units in the Tower will have accessible roof terraces on top of the Level 8 roof, for a total of 588 square feet.

G. Streetscape Improvements. The Developer shall construct, or cause to be constructed, and maintain or cause to be maintained in perpetuity, the streetscape improvements for the Project as documented in the Streetscape Plan, as amended by the Folsom Street Schematic Design documents dated January 7, 2012, which includes the extension of Clementina Street on the northern edge of the Site, a 25-foot wide sidewalk along Folsom Street, and sidewalks along Main and Spear Streets (the "**Streetscape Improvements**"). The Streetscape Improvements along Folsom Street shall include the same specifications for the design features (i.e. benches, trash receptacles, bicycle racks, granite pavers, colored concrete, etc.) as the final approved Construction Documentation plans for the Folsom Streetscape Improvements Plan completed by Conger Moss Guillard and dated July 2015.

II. Development Standards

All development on the Site shall be constructed in compliance with the Redevelopment Requirements, the Project Approval Documents approved by Successor Agency, or such similar documents as reasonably required by the City, as applicable, and all applicable local, state and federal laws and regulations, including all laws relating to accessibility for persons with disabilities.

III. Developer Responsibilities

In addition to the other Developer responsibilities set forth in the Agreement, Developer shall be responsible, at its sole expense, for the installation and/or coordination of all public improvements required for the development of the Site. Such public improvements, whether within the Site or in the adjacent public right-of-way include, but are not limited to, the following:

A. All site preparation activities on the Site.

B. All utility services and public improvements required for the Development either within the Site or the adjacent public right-of-way including, but not limited to, the following: (i) Water (all domestic and fire), (ii) Power, (iii) Sewer, (iv) Storm, (v) Natural Gas, (vi) Telephone, Cable and Internet, (vii) Sidewalks, and Sidewalk Tree Well Installation, and (viii) Street improvements.

ATTACHMENT 7

Approved Title Conditions

The following matters are the Approved Title Conditions pursuant to Section 2.04(a) of the Agreement:

A. Those specific matters listed below, as shown on the Schedule B Exceptions of that certain Preliminary Report of Title with an effective date of May 25, 2016 at 7:30am prepared by Chicago Title Company.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017.

2. The herein described property lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

   CFD No: 90 1
   For: School Facility Repair and Maintenance

   This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City and County of San Francisco. The tax may not be prepaid. Paid current.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy. Paid current.

4. Any right, title or interest of persons, known or unknown, who claim or may claim adversely to the vested owners herein by reason of the record title to said Land not having been established and quieted under the provisions of the "Destroyed Land Records Relief Act of 1906, as Amended," commonly known as the "McEnerney Act."

   Affects: "4" Gap of unknown ownership as disclosed by the Survey set forth herein as Exception No. 8 and described as Tract Two herein.

5. Matters contained in that certain document

   Entitled: Grant Deed
   Dated: August 25, 1954
   Executed by: California Stevedore and Ballast Company, a corporation; State of California
   Recording Date: October 13, 1954
   Recording No.: D-22595, Book 6466, Page 394, of Official Records

6. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

   Job No.: S3832

Dated: February 20, 1998
Prepared by: Martin M. Ron Associates, Inc.

Matters shown:

(i) 4" Gap of unknown ownership
(ii) The fact that the land as described in that certain Directors Deed from the State of California to the City and County of San Francisco, recorded on February 28, 1987, in Reel G-829, Image 305, Official Records overlaps 0.25' +/- onto land adjacent on the Southeasterly (Assessor's Lots 29 & 30)
(iii) An encroachment of improvements (0.3' +/- wall) located on land on the Southeast onto the herein described land

7. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

   Redevelopment Agency: Transbay Redevelopment Project Area
   Recording Date: August 4, 2006
   Recording No.: 2006-I224836-00, Reel J197, Image 0575, of Official Records

   Matters contained in the Statement of eminent domain limitations in the Transbay Redevelopment Project Area, recorded December 31, 2007, Instrument No. 512986, of Official Records.

8. Matters contained in that certain document

   Entitled: Quitclaim Deed
   Dated: October 20, 2003
   Executed by: City and County of San Francisco, a municipal corporation, pursuant to Resolution No. 371-03, adopted by the Board of Supervisors on June 10, 2003 and approved by the Mayor on June 20, 2003; Redevelopment Agency of The City and County of San Francisco, a public body corporate and politic established pursuant to Redevelopment Law of the State of California
   Recording Date: October 29, 2003
   Recording No.: 2003-H574228-00, Book I-503, Page 0042, of Official Records

9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

   Recording Date: August 24, 2006
   Recording No.: 2006-I224839-00, Reel J197, Image 0578, of Official Records

B. All matters specifically created and/or permitted by or pursuant to this Agreement on or prior to the Closing Date including, without limitation, pursuant to the recordation of any of the following in the Official Records as set forth in this Agreement: (i) this Agreement, (ii) the Plan Amendment, (iii) the Grant Deed, and (iv) the Declaration of Site Restrictions.

ATTACHMENT 8

Form of Grant Deed

Free Recording Requested Pursuant to Government Code Section 27383 at the Request of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco WHEN RECORDED, MAIL TO:	

Assessor's Block 3740, Lot 027 Space Above This Line Reserved for Recorder's Use
Transbay Block 1

GRANT DEED

The SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California, herein called "**Grantor**," acting to carry out a redevelopment plan under the Community Redevelopment Law of California, hereby **GRANTS** to BLOCK ONE PROPERTY HOLDER, L.P., a Delaware limited partnership, herein called "**Grantee**," the following described real property situated in the City and County of San Francisco, State of California, hereinafter referred to as the "**Property**," which property is particularly described in Exhibit A attached hereto and made a part hereof. All capitalized terms used in this Grant Deed are either defined herein or are as defined in the Agreement, as defined below.

SUBJECT, however, to the Owner Participation/Disposition and Development Agreement, between the Grantor and the Grantee, dated as of _____, 2016, _____ and recorded on _____, 2016, in the Office of the Recorder of the City and County of San Francisco, as Instrument/File No. __-_____-__, Reel ____, Image ___ of the Official Records (the "**OP/DDA**" or "**Agreement**"), and the following conditions, covenants and restrictions:

(1) Grantee covenants and agrees for itself, and its transferees, successors, assigns, and holders to or of the Property or any part thereof, and any occupant or user of the Property or any part thereof, that Grantee, and such successors, assigns, holders, occupants, and users shall:

(a) Not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, ancestry, national origin, sex, marital status, or sexual orientation, age or disability in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any improvements erected or to be erected thereon, or any part thereof, nor shall the Grantee itself or any person claiming under or through it 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 or vendees in the Property or any improvements erected or to be erected thereon, or any part thereof, and

(b) Not discriminate against or segregate any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, or any part thereof, herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 Property herein conveyed. The foregoing covenants shall run with the land.

(2) (a) In the Event of Default by the Grantee after close of Escrow but prior to Commencement of Substantial Construction, the Grantor shall have the right to record a reversionary quitclaim deed, re-enter and take possession of the Property and to terminate (and revest in the Grantor) the right, title or interested conveyed by this Grant Deed to the Grantee at no cost to the Grantor (collectively, the "**Power of Termination**"), provided, however, Grantor shall provide Developer and Title Company with at least three (3) business days prior written notice of its intention to instruct the Title Company to record Developer's Quitclaim Deed; it being the intent (i) that the conveyance of the Property to the Grantee is made upon a condition subsequent to the effect that if an Event of Default of Grantee specified above occurs, Grantor at its option may declare a termination in favor of the Grantor of the title, and of all the rights and interest, in the Property conveyed by this Grant Deed to the Grantee, (ii) that such title, and all rights and interest of the Grantee, and any assigns or successors in interest, in the Property, shall revert to the Grantor, and (iii) that Grantor shall have the right to proceed with developing the Property in accordance with its obligations under law.

(b) Grantor shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section (2), including also the right to execute and record or file with the Office of the Recorder of the City and County of San Francisco a reversionary quitclaim deed terminating all rights and title of Grantee, and its successors in interest and assigns, in the Property, and the revesting of title thereto in the Grantor; provided that any delay by the Grantor in instituting or prosecuting any such actions or proceedings or otherwise asserting it rights under this Section shall not operate as a waiver of such rights or deprive it of or limit such rights in any way (it being the intent of this provision that Grantor should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section (2) because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved, nor shall any waiver in fact made by Grantor with respect to any specific default by Grantee under this Section (2) be considered or treated as a waiver of the rights of Grantor with respect to any other defaults by the Grantee under this Section or with respect to the particular default except to the extent specifically waived.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate this _____ day of _____, 2016.

Authorized by Successor Agency Resolution No. ____-2016, adopted _____, 2016

GRANTOR:

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California

By:_____
Tiffany J. Bohee
Executive Director

APPROVED AS TO FORM:

By:_____
James B. Morales
General Counsel

GRANTEE:

BLOCK ONE PROPERTY HOLDER, L.P., a Delaware limited partnership

By:_____

Its:

EXHIBIT A

Property Legal Description

ALL THAT PROPERTY SITUATED IN THE STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MAIN STREET WITH THE NORTHWESTERLY LINE OF FOLSOM STREET; THENCE NORTHWEST ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 183.33 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 6463 AT PAGE 507, OFFICIAL RECORDS OF SAN FRANCISCO, THE POINT OF BEGINNING; THENCE LEAVING SAID LINE OF MAIN STREET PARALLEL WITH SAID LINE OF FOLSOM STREET, NORTH 45°07'55" EAST, 84.83 FEET; THENCE ON A CURVE, CONCAVE NORTHWESTERLY, WITH A MEDIAL BEARING OF NORTH 51°35'33" WEST, RADIUS OF 958.00 FEET, LENGTH OF 195.58 FEET, CENTRAL ANGLE OF 11°41'50" TO THE SOUTHWESTERLY LINE OF SPEAR STREET, DISTANT THEREON NORTH 44°52'05" WEST, 225.82 FEET FROM THE INTERSECTION OF SAID LINE OF SPEAR STREET WITH THE NORTHWESTERLY 1INE OF FOLSOM STREET; THENCE SOUTHEASTERLY ALONG SAID LINE OF SPEAR STREET, SOUTH 44°52'05" EAST, 126.23 FEET; THENCE LEAVING SAID LINE OF SPEAR STREET ON A CURVE, CONCAVE WESTERLY, WITH A RADIAL BEARING OF NORTH 61 °10'13" WEST, RADIUS OF 1078.50 FEET, LENGTH OF 279.51 FEET, CENTRAL ANGLE OF 14°50'57" TO THE AFORESAID NORTHEASTERLY LINE OF MAIN STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 126.74 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS:
STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, RIGHT-OF-WAY RECORD MAP R-23.5, IV SF 224.

LOT 027, BLOCK 3740

ATTACHMENT 9

Permit to Enter

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California, commonly known as the Office of Community Investment and Infrastructure ("**Successor Agency**"), grants to Block One Property Holder, L.P., a Delaware limited partnership ("**Permittee**"), a non-exclusive permit to enter upon certain Successor Agency-owned real property (hereinafter referred to as the "**Permit Area**", and as shown on Exhibit A), located at APN 3740/027, also known as 235 Main Street, upon the terms, covenants and conditions hereinafter set forth in this Permit to Enter ("**Permit**").

1. **Permit Area**: The Permit Area is more particularly shown on Attachment A hereto and made a part hereof. The Permit is non-exclusive and is subject to the rights of ingress and egress by the Successor Agency and others, who are authorized to access portions of the Permit Area.

2. **Interim Use**: The Permittee shall use the Permit Area for the purpose of obtaining data and making surveys and tests, including site tests and soil borings, necessary to carry out the purposes of the Owner Participation/Disposition and Development Agreement (the **"OP/DDA"**) between the Successor Agency and the Permittee (the "**Interim Use**"). No uses other than those specifically stated herein are authorized hereby.

3. **Time of Entry**: Entry may commence once the Permit is fully executed. Entry shall terminate upon the Close of Escrow (as defined in the OP/DDA) unless earlier terminated by the Successor Agency's Executive Director under Section 11 hereof or earlier terminated by Permittee by cessation of activities/operations, or unless such time is extended by the Executive Director.

4. **Compensation to Successor Agency**: Permittee shall pay compensation to the Successor Agency:

YES ☐ NO ☒

If yes is checked, Permittee shall pay the Successor Agency:

☐ One cent ($ 0.01) per square foot per day for duration of the permit to enter or

☐ $_____ per day pursuant to Section 9 *Reduction or Waiver of Use Fee* of the Successor Agency's Permit to Enter Policy.

(Executive Director's initials authorizing fee reduction/waiver). _____
initials

5. **Indemnification:**

a. General Indemnification: Permittee shall indemnify, defend, and hold harmless the Successor Agency, the City and County of San Francisco, and their respective commissioners, members, officers, agents and employees (collectively, "**Indemnitee Parties**") from and against any and all actual losses, costs, claims, damages, liabilities and causes of action (including reasonable attorney's fees and court costs) arising out of or connected with (a) this Permit and any of the Permittee's operation or activities related thereto (b) in any way connected with the death of or injury to any person or damage to any property occurring on or adjacent to the Site and directly or indirectly caused by any acts or omissions of Permittee, its respective

agents, employees or contractors; provided, however, that the foregoing indemnity shall not apply to any losses, costs, claims, damages, liabilities or causes of action (including reasonable attorneys' fees and court costs) (i) to the extent the same are due to the gross negligence or willful misconduct of the person or party seeking to be indemnified, or its respective agents, employees or contractors or (ii) to the extent the same are or may be consequential damages or losses, or (iii) or the extent the same are or may be related to a Release (as defined in Section 6f below) or threatened release of any Hazardous Substance (as defined in Section 6d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which shall be governed exclusively by the provisions of Section 6c below (collectively the "Indemnity Exclusions"); but further provided that the Successor Agency may require that Permittee defend the Indemnitee Parties against claims pursuant to this Section until it is established that such claims are Indemnity Exclusions. Permittee's obligations under this Section shall survive the termination of this Permit.

b. No Mechanics' Liens: Permittee shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's agents or contractors in connection with the Interim Use and Permittee shall hold the Successor Agency free and harmless from any and all cost or expense connected with or arising from the Interim Use.

6. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees and contractors may be working with, or be exposed to substances or conditions which are toxic or otherwise hazardous. Permittee acknowledges that the Successor Agency is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid such risks to its agents, employees, invitees, subpermittees and contractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of such risks, evaluating their significance, implementing appropriate safety precautions for its agents, employees, invitees, subpermittees and contractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to such risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing and properly disposing of any waste produced during or in connection with Permittee's entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation and disposal of hazardous substances to the extent required in connection with the Permittee's activities hereunder.

c. Toxics Indemnification: Permittee shall defend, hold harmless and indemnify the Successor Agency, the City, and their respective commissioners, members, officers, agents and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees of every kind, nature and description, resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution, contamination, or nuisance in the vicinity of the Permit Area or in ground or surface waters associated with or in the vicinity of the Permit Area to the extent that such release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittee pursuant to this Permit or by any breach of or failure to duly perform or observe any term, covenant or agreement in this Permit to be performed or observed by the Permittee, including but not limited to any violation of any Environmental Law (as defined in Section 6e below); provided, however, that Permittee shall have no liability, nor any obligation to defend, hold harmless or indemnify any person for any claim, action, loss, cost, liability, expense or damage resulting from the discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided

further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and in addition shall include, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs" or "PCB"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(d), all chemicals listed pursuant to California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "Environmental Laws" shall include but not be limited to all federal, state and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittee warrants as follows:

(1) If any soils investigation permitted hereby involves the drilling of holes having a diameter dimension that could create a safety hazard for persons, said holes shall during any drilling operations be carefully safeguarded and shall upon the completion of said drilling operations be refilled (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The Successor Agency has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole responsibility to locate the same and to protect the same from damage. Permittee shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Prior to the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert shall be brought to the attention of the Successor Agency's Engineer immediately.

(3) All soils test data and reports prepared based thereon, obtained from these activities shall be provided to the Successor Agency upon request and the Successor Agency may use said data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. Such data, reports and Successor Agency use shall be without any charge to the Successor Agency.

(4) Any hole drilled shall, if not refilled and compacted at the end of each day's operation, be carefully safeguarded and secured after the completion of each day's work, as shall the drilling work area and any equipment if left on the Permit Area.

7. Insurance: Without in any way limiting Permittee's indemnification obligations under this Permit, and subject to reasonable approval by the Successor Agency of the insurers and policy forms,

Permittee shall procure and maintain, or cause to be obtained and maintained at no cost to the Successor Agency, the following insurance for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of Interim Use by the Permittee, its agents, representatives, employees or contractors:

a. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).

(2) Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.

(4) Professional Liability Insurance appropriate to the contractor's profession covering all negligent acts, errors and omissions.

b. Minimum Limits of Insurance: Permittee shall maintain limits no less than:

(1) General Liability: $5,000,000 per occurrence and $10,000,000 annual aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of $1,000,000 for bodily injury by accident and $1,000,000 per person and in the annual aggregate for bodily injury by disease.

(4) Professional Liability Insurance: $2,000,000 per claim and in the annual aggregate. If the contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the contractor for no less than ten (10) years beyond completion of the Interim Use.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions or $50,000 must be declared to and approved by the Successor Agency. In the event such deductibles or self-insured retentions are in excess of $50,000, at the reasonably exercised option of the Successor Agency, either: (a) the insurer shall reduce such deductibles or self-insured retentions as respects the to the Successor Agency, the City and their respective Commissioners, officers, agents and employees to $50,000 or less; or the Permittee shall procure a financial guarantee reasonably satisfactory to the Successor Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions:

(1) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Successor Agency, the City and their respective

Commissioners, officers, agents and employees are to be covered as insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Permittee; and liability arising out of the Interim Use performed by or on behalf of the Permittee.

(ii) For any claims related to this Permit, the Permitee's insurance coverage shall be primary insurance as respects to the Successor Agency, the City and their respective Commissioners, officers, agents and employees. Any insurance or self-insurance maintained by the Successor Agency, the City and their respective Commissioners, officers, agents and employees shall be excess of the Permittee's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Successor Agency, the City and their respective Commissioners, officers, agents or employees.

(2) Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Successor Agency, the City and their respective Commissioners, officers, agents and employees for losses arising from the Interim Use performed by the Permittee or for the Successor Agency.

(3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Successor Agency.

e. Acceptability of Insurers: Insurance is to be placed with insurers with a current A. M. Bests' rating of no less than A:VII, unless otherwise approved by the Successor Agency's Risk Manager in writing.

f. Verification of Coverage: Permittee shall furnish the Successor Agency with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Successor Agency. All certificates and endorsements are to be received and approved by the Successor Agency before the Interim Use commences. The Successor Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. Subpermittee: Permitee shall include all subpermittees as insureds under its policies or shall require each subpermittees to furnish separate insurance certificates and endorsements. All coverages for subpermittees shall be subject to all the requirements stated herein.

8. "As Is", Maintenance, Restoration, Vacating: The Permit Area is accepted "**AS IS**" and entry upon the Permit Area by Permittee is an acknowledgment by Permittee that all dangerous places and defects in said Permit Area are known to it and are to be made secure and kept in such secure condition by Permittee. Permittee shall maintain the Permit Area so that it will not be unsafe, unsightly or unsanitary. Upon termination of the Permit, Permittee shall vacate the Permit Area and remove any and all personal property located thereon and restore the Permit Area to its condition at the time of entry. The Successor Agency shall have the right without notice to dispose of any property left by Permittee after it has vacated the Permit Area. Successor Agency makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures and equipment thereon and soil and groundwater thereunder), or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs of

liabilities arising out of or related to the presence, discharge, migration or Release or threatened Release of the Hazardous Substance in or from the Permit Area.

9. Compliance With Laws:

a. Compliance with all Laws: All activities and operations of the Permittee and/or its agents, contractors or employees or authorized entries under this Permit shall be in full compliance with all applicable laws and regulations of the federal, state and local governments, including but not limited to mitigation measures, if any, which are attached hereto and made a part hereof as if set forth in full.

b. Nondiscrimination: The Permittee herein covenants for himself or herself and for all persons claiming in or through him or her that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, gender identity, marital or domestic partner status, disability (including AIDS or HIV status), national origin or ancestry in the use, occupancy or enjoyment of the Permit Area.

10. Security of Permit Area: There is an existing fence with gates around the Permit Area:

Yes ☐ No ☒

If "Yes" is checked above, Permittee shall maintain said fence in good condition and repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittee shall keep the Permit Area secure at all times.

11. Early Termination: This Permit may be terminated by the Successor Agency in its sole discretion upon 24 hours' notice. Posting at the Permit Area shall be sufficient notice.

12. Entry under Permittee Authority: The Permit granted Permittee for the Permitted Activities/Operations as defined in Section 2 shall mean and include all subpermittees, agents and employees of the Permittee. In this regard, Permittee assumes all responsibility for the safety of all persons and property and any contents placed in the Permit Area pursuant to this Permit. All Interim Use performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed therein in furtherance of the permission granted herein is presumed to be with the express authorization of the Permittee.

13. Governing Law: This Permit shall be governed by and interpreted under the laws of the State of California.

14. Attorneys' Fees: In any action or proceeding arising out of this Permit, the prevailing party shall be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of either party shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney's services for either party were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

15. Non-Liability: No officer, director, member, employee, agent or shareholder of Permittee shall be personally liable for the performance of Permittee's obligations under this Permit, and in making any claims or demands against Permittee neither Successor Agency nor any of its successors and assigned shall seek recourse for enforcement or satisfaction of this Permit against any general or limited partner, officer, director, member, employee, agent or shareholder of Permittee but shall seek such recourse only against the Permittee. No personal judgment shall be sought or obtained against any of the foregoing in connection with

this Permit. Neither Permittee nor any of the foregoing parties shall in any circumstance be liable for any consequential damages of any kind or nature.

16. Supplementary Provisions:

a. Is additional insurance required? Yes ☐ No ☒

Additional Insurance: If "Yes" is checked above, Permittee shall obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief or windstorm, and any other causes contained in standard policies of insurance. Permittee shall supply such insurance in an amount of not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached hereto in the form and on the terms specified above and with the Successor Agency and the City as additional insured.

b. Is a fence and gate required? Yes ☐ No ☒

Fence and Gate: If "Yes" is checked above, the Permittee shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain said fence and gate in good condition and repair during the Time of Entry as defined in Section 3. Said fence and gate erected by Permittee shall constitute the personal property of Permittee.

c. Is security personnel required? Yes ☐ No ☒

Security Personnel: If "Yes" is checked above, Permittee shall provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

Daytime: Yes ☐ No ☒ Nighttime: Yes ☐ No ☒

d. Will subpermittees use the Permit Area? Yes ☒ No ☐

Subpermittees: If "Yes" is checked above, Permittee shall ensure that each subpermittee complies with the provisions of this Permit, including the insurance requirements of Section 7.

e. Prior to commencing any Interim Use, the Permittee shall coordinate with the operator of the parking lot currently located on the Permit Area and shall minimize any disruptions to the operations of the parking lot to the extent possible. Permittee shall compensate the operator for the loss of any parking revenue from the portion of the parking lot rendered inaccessible for the duration of any Interim Use. Permittee shall submit to the Successor Agency for approval satisfactory evidence of such coordination and compensation, if applicable.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate as of the ____ day of _____, 2016.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California

By: _____
Tiffany J. Bohee
Its: Executive Director

PERMITTEE:
Block One Property Holder, L.P., a Delaware limited partnership

By: _____

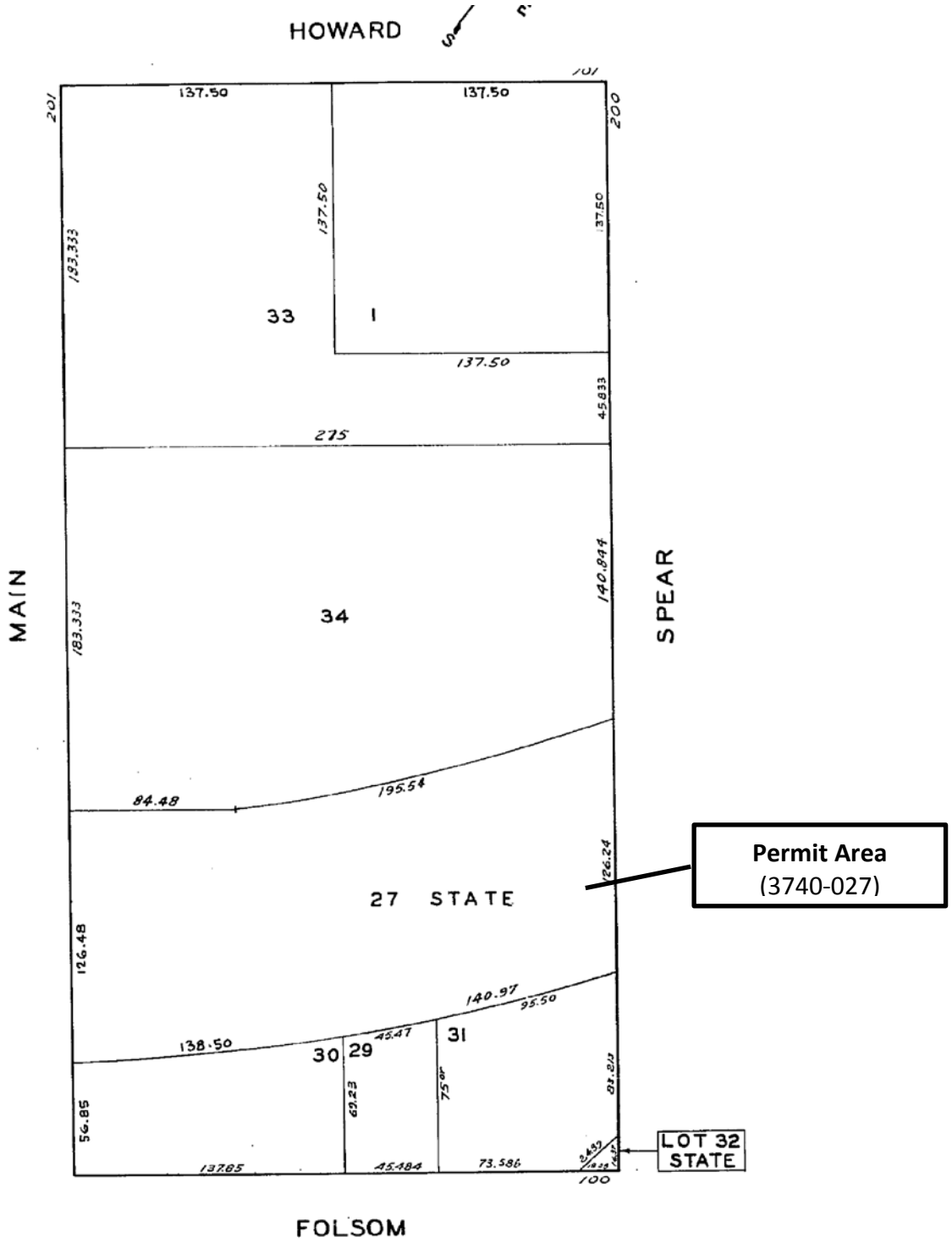
Its: _____

APPROVED AS TO FORM:

By: _____
James B. Morales
Its: General Counsel

Exhibit A

Permit Area



ATTACHMENT 10

Design Review and Document Approval Procedure

BACKGROUND

This Transbay Design Review and Document Approval Procedure ("DRDAP") sets forth the procedure for design submittals of the plans and specifications for the developments of Block 1 of Zone 1 of the Transbay Redevelopment Project Area ("Project Area") and their review and consideration for approval by the Office of Community Investment and Infrastructure ("OCII"), as Successor Agency to the former San Francisco Redevelopment Agency (the "Former Agency"). The development will include a mixed use residential and commercial project, new streetscape designs, public and private open spaces, and other permanent structures. Other departments and agencies of the City and County of San Francisco ("City Agencies") will review plans and specifications for compliance with applicable City and County of San Francisco ("City") regulations.

Documents for Project Approval

Project Approval documents shall consist of three components or stages:

- Schematic Design Documents,
- Design Development Documents, and
- Final Construction Documents.

Detailed submission requirements are outlined in Exhibit 1.

Scope Of Review

OCII in consultation with the San Francisco Planning Department, the San Francisco Department of Building Inspection ("DBI"),and other City Agencies shall review and approve Schematic Design plans, Design Development Documents and Final Construction Documents, each as defined below, for conformity with any prior approvals, the Redevelopment Plan for the Project Area ("Redevelopment Plan") and accompanying Plan Documents, including but not limited to the Development Controls and Design Guidelines for the Transbay Redevelopment Project ("Development Controls") and the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan ("Streetscape Plan"). OCII's review shall include consideration of such items as the architectural design, site planning and landscape design as applicable and appropriate to each submittal.

Timing

The redevelopment of Zone 1 of the Project Area established by the Redevelopment Plan and the Development Controls is a priority project for the City and OCII. OCII shall review all applications for project approvals as expeditiously as possible. OCII staff shall keep the applicant informed of OCII's review and comments, as well as comments by City Agencies, other government agencies, or community organizations consulted by OCII, and shall provide applicant opportunities to meet and confer with OCII and City staff prior to the Commission on Community Investment and Infrastructure ("CCII") hearing, to review the specific application for project approval.

Other Project Approval Requirements

Mitigation Monitoring Report

Prior to approval of Site Permit, the applicant shall submit a report regarding compliance with the Mitigation Monitoring and Reporting Program previously adopted by the Former Agency pursuant to the California Environmental Quality Act ("CEQA") for the Successor Agency's approval. The mitigation measures are a part of the Final Environmental Impact Statement/ Environmental Impact Report for the Project Area ("EIS/EIR"). The mitigation measures are intended to reduce the major impacts of this development on the environment. OCII shall review such report to ensure compliance with the CEQA and the adopted Mitigation Monitoring and Reporting Program.

Cooperation by Applicant

In addition to the required information set forth in Exhibit 1 attached hereto, the applicant shall submit materials and information as OCII staff may reasonably request which are consistent with the type of documents listed in Exhibit 1 and which are required to clarify a submittal provided pursuant to this DRDAP. Additionally, the applicant shall cooperate with, and participate in, design review presentations to the CCII and to the public through the Transbay Citizens Advisory Committee ("CAC").

Community Review of Design Submittals

OCII staff will provide the CAC, its designee, or successor, with regular updates on the design review process. Once a submittal is deemed complete, OCII staff will schedule CAC meetings to allow adequate review by CAC and community members before further approvals.

Before bringing Schematic Design proposals to the CCII for consideration, the Developer shall bring their design proposal before the CAC, its designee, or successor for a recommendation to the CCII. The Developer shall provide the CAC with sufficient presentation materials to fully describe design submittals, using the submission materials described in Exhibit 1 and/or other presentations materials as determined by OCII staff.

SCHEMATIC DESIGN REVIEW

Schematic Design Documents shall be submitted to the OCII for review and consideration. Schematic Design Documents shall relate to schematic design level of detail for a specific project.

Timing

OCII staff shall review the Schematic Design for completeness and advise the applicant in writing of any deficiencies within fifteen (15) working days following receipt of the applicant's Schematic Design submittal. In the event OCII staff does not so advise the applicant, the application for Schematic Design shall be deemed complete. The time limit for OCII staff's review shall be within sixty (60) days from the date the Schematic Design has been determined to be complete. OCII shall take such reasonable measures necessary to comply with the time periods set forth herein.

The CCII shall review and approve, conditionally approve or disapprove the application for Schematic Design. If the CCII disapproves the Schematic Design in whole or in part, the CCII shall set forth the reasons for such disapproval in the resolution adopted by the CCII. If the CCII conditionally approves the Schematic Design, such approval shall set forth the concerns and/or conditions on which the CCCI is granting approval. If the CCII disapproves an application in part or approves the application subject to

specified conditions, then, in the sole discretion of the CCII, the CCII may delegate approval of such resubmitted or corrected documents to OCII design review staff.

The applicant and OCII may agree to any extension of time necessary to allow revisions of submittals. OCII shall review all revisions as expeditiously as possible. If revisions are made within an existing review period, the revisions shall permit up to fifteen (15) days of additional review within the original timeframe of review or within a revised time frame of the extension agreed to by OCII and the applicant. If revisions made after an original design approval by the CCII, and the revisions are determined to be required to be resubmitted to the CCII, the CCII shall either approve or disapprove such resubmitted or corrected documents as soon as practicable.

Document Submittals

The applicant shall submit Schematic Design Documents, which plans shall include the documents and information listed in Exhibit 1 attached hereto. OCII staff may waive certain document submittal requirements if OCII staff determines such documents are not necessary for the specific application.

DESIGN DEVELOPMENT REVIEW

Design Development Documents shall be submitted for review and either approval, conditional approval, or disapproval by OCII architectural staff, following approval of the Schematic Design.

Scope

OCII staff shall review the Design Development Documents for consistency with earlier approved documents, the Redevelopment Plan and other Plan Documents, including the Development Controls and the Streetscape Plan. Design Development Documents will relate to design development level of detail for a specific project. The purpose of this submittal is to expand and develop the Schematic Design incorporating changes resulting from resolution of comments and concerns during the Schematic Design phase and to prepare drawings and other documents as to architectural, structural, mechanical and electrical systems.

Timing

OCII staff shall review the Design Development Documents for completeness and general consistency with the schematic design and shall advise the applicant in writing of any deficiencies within fifteen (15) working days after the receipt of the Design Development Documents. In the event OCII staff does not so advise the applicant, the Design Development Documents shall be deemed complete. The time limit for OCII staff's review shall be sixty (60) days from the date the Design Development Documents were determined to be complete. OCII staff shall take such reasonable measures necessary to comply with the time periods set forth herein. If the Design Development deviates significantly from the approved schematic design, does not meet the conditions outlined in the schematic approval, or extensive revisions or clarifications to the Design Development are required, the time limit may be extended at OCII Executive Director's discretion.

The applicant and OCII staff may agree to any extension of time necessary to allow revisions of submittals prior to a decision by OCII architectural staff. OCII architectural staff shall review all such revisions as expeditiously as possible, within the time frame of the extension agreed to by OCII architectural staff and the applicant.

Document Submittals

The applicant shall submit Design Development Documents, which submittal shall include the documents and information listed in Exhibit 1 attached hereto. OCII staff may waive certain document submittal requirements if OCII staff determines such documents are not necessary for the specific application.

FINAL CONSTRUCTION DOCUMENT REVIEW

Scope/Timing

Final Construction Documents will relate to the construction documents' level of detail for a specific project. The purpose of this submittal is to expand and develop the Design Development Documents to their final form, prepare drawings and specifications in sufficient detail to set forth the requirements of construction of the project and to provide for permitting. Final Construction Documents may be divided and submitted in accordance with an addenda schedule for the project approved in writing in advance by the City's Department of Building Inspection and OCII architectural staff or their designee. Provided the applicant's Final Construction Documents are delivered to OCII architectural staff concurrently with submittal to the Department of Building Inspection, Final Construction Documents shall be reviewed by OCII architectural staff within thirty (30) days following OCII staff's receipt of such documents from and approved by the Department of Building Inspection and any other appropriate City Agencies with jurisdiction. In the event that the applicant's Final Construction Documents are not delivered concurrently to OCII staff, OCII staff shall review the Final Construction Documents as expeditiously as possible.

Document Submittals

Documents submitted at this stage in the design review will relate to the construction documents level of detail for a specific project. The Final Construction Documents submittal shall include the information specified for the Design Development Documents in Exhibit 1 attached hereto.

COMPLIANCE WITH OTHER LAWS AND PERMITS

No OCII or CCII review will be made or approval given as to the compliance of the Design Development Documents or Final Construction Documents with any building codes and standards, including building engineering and structural design, or compliance with building codes or regulations, or any other applicable state or federal law or regulation relating to construction standards or requirements, including, without limitation, compliance with any local, state or federal law or regulation related to the suitability of the improvements for use by persons with physical disabilities.

OCII Review Of City Permits

No demolition, new construction, tenant improvement, alteration, or signage permit shall be issued by the Department of Building Inspection unless OCII has reviewed and approved the permit application.

Subdivision Map Review

The review and approval of Design and Construction Documents by OCII pursuant to this DRDAP are in addition to and do not waive the requirements for subdivision review and approval as specified in the Subdivision Map Act. The processing of a subdivision map may occur concurrently with or independently of a project approval.

Temporary and Interim Uses

OCII staff shall review applications for temporary and interim uses.

Site Permits

The applicant may apply for a Site Permit and addenda from the Department of Building Inspection upon OCII staff's determination that the Design Development Documents are approved or conditionally approved and generally consistent with the Schematic Design Documents. The applicant however may not obtain an approved Site Permit until the Design Development documents have been approved or conditionally approved by OCII staff. Applicant may apply for a Site Permit after approval of the Schematic Design Documents but prior to approval of the Design Development Documents or the Final Construction Documents at its own risk.

Notwithstanding the foregoing, the applicant may also apply for City permits related to grading and excavation activities prior to OCII's approval of the Design Development Documents, provided that OCII architectural staff approves such activities prior to issuance of any City permits. Grading and excavation are often the first two permits.

Pursuant to such site permit process, the Final Construction Documents may be divided and submitted to the Department of Building Inspection in accordance with an addenda schedule for the project approved in writing in advance by OCII and the Department of Building Inspection. Construction may proceed after the appropriate Site Permit addenda have been issued, including, for example, and without limitation, addenda for foundations, superstructure, and final building build-out. In no case shall construction deviate from, or exceed the scope of, the issued addenda.

MODIFICATIONS AND AMENDMENTS TO PROJECT APPROVAL

OCII staff may, by written decision, approve project applications which amend or modify the previously approved project, provided that OCII the following determinations are made:

(1) the project approval requested involves a deviation that does not constitute a material change;
(2) the requested project approval will not be detrimental to the public welfare or injurious to the property or improvements in the vicinity of the project; and
(3) the granting of the project approval will be consistent with the general purposes and intent of the Transbay Redevelopment Plan, Development Standards and Design Guidelines, and other Plan Documents.

In the event that OCII determines that the project application deviates materially from the project already approved by OCII, OCII may require submittal of an amended project application, as appropriate, for review by the CCII and City Agencies in accordance with the provisions herein.

Major amendments and modifications will be processed in accordance with this DRDAP.

GOVERNMENT REQUIRED PROVISIONS, CHANGES

OCII and the applicant acknowledge and agree that neither one will delay or withhold its review or approval of those elements of or changes in the Schematic Design, Design Development Documents or Final Construction Documents which are required by any City agency, including the City's Department of Building Inspection, the Fire Marshall, or any other government agency having jurisdiction; provided, however, that (i) the party whose review or approval is sought shall have been afforded a reasonable

opportunity to discuss such element of, or change in, documents with the governmental authority requiring such element or change and with either the applicant's or OCII's architect, as the case may be, and (ii) the applicant or OCII shall have reasonably cooperated with the other and such governmental authority in seeking such reasonable modifications of such required element or change as the other shall deem necessary or desirable. The applicant and OCII each agrees to use its diligent, good faith efforts to obtain the other's approval of such elements or changes, and its request for reasonable modifications to such required elements or changes, as soon as reasonably possible.

EXHIBIT 1:
DOCUMENTS TO BE SUBMITTED FOR PROJECT APPROVALS

During each stage of the project design review process, OCII architectural staff and the applicant shall agree upon the scale of the drawings for project submissions. OCII staff and the applicant shall also discuss and agree upon the scope of the subsequent project submissions recognizing that each project is unique and that all documents outlined herein may not be required for each project.

Design Development Documents and other Construction Documents to be submitted shall be prepared by an architect licensed to practice in and by the State of California.

The applicant shall submit a report outlining compliance with the adopted Mitigation and Monitoring Program with each stage of design review.

SCHEMATIC DESIGN

Six (6) hard copies of the Schematic Design Documents shall be submitted to OCII, as well as one digital file (PDF). Documents submitted at this stage in the design review will relate to schematic design level of detail for a specific project. The program of uses, the height of buildings or other factors in the proposed project may trigger some variation in the submittal requirements in order to illustrate consistency with standards and guidelines in the Transbay Redevelopment Plan, Development Controls, the Streetscape Plan, the EIS/EIR and other Plan Documents. Schematic Designs will illustrate building height, building bulk, block development, streetscape installation, public infrastructure and schematic park designs. A Schematic Design submittal will include the following documents.

Written Statement

Each submittal shall include a written statement of the design strategy and the proposed land use program; conformance with the Development Standards and Design Guidelines and sustainability measures to be implemented by the proposed development; descriptions of the structural system and principal building materials; and floor area calculations.

Data Charts

Data charts submitted should provide information for the project being proposed, including:

1) Program of uses and approximate square footage of each use

2) Approximate square footage of all proposed parcels

3) Housing unit count including affordable units

4) Number of on and off-street automobile parking, bike parking and loading spaces, including car share spaces (if any).

Schematic Design Drawings

Vicinity Plan

In addition to the site plan for the immediate area of the project under review, a diagrammatic vicinity plan should be submitted showing this project in the context of planned and existing:

1) Land uses, particularly retail facilities;

2) Vehicular, transit bicycle and pedestrian circulation; and

3) Public open space and community facilities

Infrastructure Plans

Infrastructure Plans should be submitted show this project in the context of planned and/or existing:

1) Proposed roadway and streetscape improvements (including pathways) and the dimensions thereof;

2) Off-site transportation measures required as part of the Mitigation and Monitoring program (if any); and

3) Utilities, including water, wastewater, and dry utilities**.**

Site Plan

The Site Plan will pertain to the total area of development and improvement included in this project which may include required streets, open space and other existing infrastructure improvements. A Site Plan or Plans as needed (at a scale of 1" = 40'-0" or another appropriate scale as agreed to by OCII staff), should indicate the location of uses; the general location, scale, relationship, and orientation of buildings; the general site circulation and relationship of ground floor uses, and:

1) Phasing (if any), proposed parcel boundaries and dimensions

2) Building footprints and proposed uses

3) Massing of future buildings including height and bulk measurements, illustrated in plans, sections and three dimensional figures

4) Planned public open space areas

5) Private open space areas

6) Setback areas

7) Diagram of proposed roads, sidewalks, and pedestrian connections

8) Parking and loading facilities (including interim facilities)

9) Circulation diagram including entry locations for pedestrians, autos, bikes, and service vehicles

Phasing Plan

Within the project, any anticipated phasing of construction or temporary improvements, including temporary or interim parking facilities, construction staging areas, and interim infrastructure, if any, shall be indicated.

Site sections showing height relationships of those areas noted above. Scale: minimum 1" = 40'-0" (or another appropriate scale as agreed to by OCII staff).

Building plans, elevations and sections sufficient to describe the development proposal, the general architectural character, and materials proposed at appropriate scale to fully explain the concept. Scale: minimum 1/16"=1 '0 (or another appropriate scale as agreed to by OCII staff)

Landscape plans and elevations sufficient to describe the development proposal, the general landscape and open space character, and materials proposed at appropriate scale to fully explain the concept. Scale: minimum 1/16"=1 '0 (or another appropriate scale as agreed to by OCII staff)

Model

A model shall be submitted to OCII which shall be prepared at an appropriate scale indicating the exterior building design including façade articulation and texture of materials.

Perspectives, Sketches and Renderings

Perspectives, sketches, and renderings, (and other appropriate illustrative materials acceptable to OCII) as necessary to indicate the architectural character of the project and its relationship to the pedestrian level shall be submitted to OCII.

Materials Board

Samples of proposed materials and exterior colors for both buildings and landscapes shall be submitted to OCII in a manner to allow reviewing staff and members of the public to understand where materials are to be used and how they relate to each other.

DESIGN DEVELOPMENT DOCUMENTS

Documents submitted at the design development stage in design review will relate to design development level of detail for a specific project. The purpose of this submittal is to expand and develop the Schematic Design incorporating changes resulting from resolution of comments and concerns during the Schematic Design phase and to prepare drawings and other documents as to architectural, structural, mechanical and electrical systems.

The Design Development Document submission for a specific project should generally be consistent with the Schematic Design approval.

Site plans showing where applicable:

- Building relationships to landscaped areas, parking facilities, loading facilities, roads, sidewalks, mid-block connections, any transit facilities, and both public and private open space areas. All land uses within the subject parcel shall be designated. Streets and points of vehicular and pedestrian access shall be shown, indicating proposed new paving, planting and lighting if applicable.
- All utilities or service facilities which are a part of or link this project to the public infrastructure shall be shown.
- Grading plans depicting proposed finish site elevations.

- Site drainage and roof drainage.
  Required connections to existing and proposed utilities.
- All existing structures adjacent the site.
- Building floor plans and elevations including structural system, at an appropriate scale (1/8" to 1' minimum, or another appropriate scale as agreed to by OCII staff).
- Building sections showing typical cross sections at an appropriate scale, and in particular indicating street walls and adjacent open spaces, relationship of ground floor uses to pedestrian outdoor areas, and including mechanical equipment.
- Detailed streetscape plan indicating specific required streetscape facilities, including the new Clementina Street right-of-way improvements.
- Landscape design plans showing details of landscape elements including walls, fences, planting, outdoor lighting, ground surface materials. Appropriate reference to improvements in the City's right of way shall be shown.
- Drawings showing structural, mechanical and electrical systems.
- Materials and colors samples as they may vary from those submitted for Schematic Design approval.
- Sign locations and design.
- Outline specifications for materials and methods of construction.
- Roof plan showing location of and screen design for all rooftop equipment; and roof drainage.
- Wall sections illustrating exterior cladding systems, store fronts, canopies, etc. at an appropriate scale (1/8" minimum).
- Design details of all primary exterior conditions sufficient to establish baseline for Final Construction Documents.

FINAL CONSTRUCTION DOCUMENTS

Documents submitted at this stage in the design review will relate to the construction documents level of detail for a specific project. The purpose of this submittal is to expand and develop the Design Development Documents, prepare drawings and specifications in sufficient detail to set forth the requirements of construction of the project and to provide for permitting.

The Final Construction Documents shall generally be consistent with the approved Design Development Documents. The Final Construction Documents shall comply with the requirements of the City's Department of Building Inspection, including Site Plans and Construction Drawings and Specifications ready for bidding. In addition, the applicant shall submit a presentation of all exterior color schedules including samples, if appropriate, and design drawings for all exterior signs and graphics prior to completed construction. OCII architectural staff and applicant shall continue to work to resolve any outstanding design issues, as necessary.

ATTACHMENT 11-A

Form of Final Certificate of Completion

Free Recording Requested Pursuant to Government Code Section 27383 at the Request of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco

WHEN RECORDED, MAIL TO:

Assessor's Block 3740, Lot(s) _____
Commonly known as Transbay Block 1

Space Above This Line Reserved for Recorder's Use

FINAL CERTIFICATE OF COMPLETION

This FINAL CERTIFICATE OF COMPLETION is made pursuant to an Owner Participation Agreement/Disposition and Development Agreement dated _____ and recorded on _____, 2016, in the Office of the Recorder of the City and County of San Francisco, as Instrument/File No. __-_____-__, Reel ____, Image ___ of the Official Records (the "**OP/DDA**"), by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California ("**Successor Agency**"), commonly known as the Office of Community Investment and Infrastructure ("**OCII**"), and BLOCK ONE PROPERTY HOLDER, L.P., a Delaware limited partnership ("**Owner**"), which covered the development of certain Improvements on certain real property situated in the City and County of San Francisco (the "**City**"), State of California, which property is particularly described in Exhibit A attached hereto and made a part hereof (the "**Site**"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the OP/DDA. The Successor Agency and the Owner hereby serve notice as follows:

WITNESSETH:

WHEREAS, with respect to the above-described real property, the Owner has completed the construction of the Improvements and has complied with certain other requirements of the OP/DDA; and

WHEREAS, with respect to the Site, per Section 4.13 (a) of the OP/DDA, Owner has provided the Successor Agency with a Final Certificates of Occupancy for the Improvements as issued by the City's Department of Building Inspection and with a certification that Owner has satisfied in all material respects all obligations that are required to be satisfied under the OP/DDA for issuance of a Final Certificate of Completion including the following: (1) certification from the Owner's architect that the Improvements have been constructed in accordance with the Project Approval Documents and in compliance with all applicable local, state and federal laws and regulations (including all laws relating to accessibility for persons with disabilities); (2) written determinations by the City of completion of streetscape or other public infrastructure improvements required under the

OP/DDA; (3) any information necessary to determine compliance with the Successor Agency Equal Opportunity Program, as described in Article 13 of the OP/DDA, including Small Business Enterprise utilization reports, final certified payroll reports from the Owner's construction contractors and subcontractors, construction workforce requirements, and the executed First Source Hiring Agreement between Owner and the Office of Economic and Workforce Development – CityBuild; and (4) Owner is otherwise in compliance with the OP/DDA, including, without limitation, Section 5.05(b); and

WHEREAS, per Section 4.13(a) of the OP/DDA, Successor Agency is issuing to Owner, in recordable form, this Final Certificate of Completion which confirms that Successor Agency has conclusively determined that the obligations of the Owner as specified in said OP/DDA, except for those provisions that survive termination of the OP/DDA ("**Surviving Provisions**"), have been fully performed and the Improvements completed in accordance therewith; and

WHEREAS, Section 5.10 of the OP/DDA defines the "**Surviving Provisions**" that survive Successor Agency's issuance of this Final Certificate of Completion; and

WHEREAS, Successor Agency's issuance of this Final Certificate of Completion does not relieve Owner, its successors and assigns, or any other person or entity from any and all City requirements or conditions to occupancy of any Improvements, which City requirements or conditions must be complied with separately; and

WHEREAS, per Section 4.07(b) of the OP/DDA, Successor Agency's determination regarding said construction obligations is not directed to, and thus Successor Agency assumes no responsibility for, engineering or structural matters or compliance with City building codes and regulations or applicable state or federal law relating to construction standards;

NOW, THEREFORE, as provided for in Section 4.13 (a) of the OP/DDA, Successor Agency and Owner hereby agree to terminate those provisions of the OP/DDA with respect to the construction of Improvements except for the Surviving Provisions.

Nothing contained in this instrument shall modify in any other way any other provision of said OP/DDA nor any other provisions of those documents incorporated in said OP/DDA.

IN WITNESS HEREOF, Successor Agency and Owner have executed this Final Certificate of Completion this _____ day of _____, _____.

Authorized by Successor Agency Resolution No. ___-2016, adopted _____, 2016.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California

By:_____
Tiffany J. Bohee
Executive Director

APPROVED AS TO FORM:

By:_____
James B. Morales
General Counsel

OWNER:

BLOCK ONE PROPERTY HOLDER, L.P., a Delaware limited partnership

By:_____

Its:

EXHIBIT A

Site Legal Description

ATTACHMENT 11-B

Form of Unit Certificate of Completion

Free Recording Requested Pursuant to Government Code Section 27383 at the Request of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco WHEN RECORDED, MAIL TO:	
Assessor's Block 3740, Lot [__] [Street Address]	Space Above This Line Reserved for Recorder's Use

UNIT CERTIFICATE OF COMPLETION

This UNIT CERTIFICATE OF COMPLETION is made pursuant to an Owner Participation Agreement/Disposition and Development Agreement dated as of _____, 2016 and recorded on _____, 2016, in the Office of the Recorder of the City and County of San Francisco (the "**Official Records**"), as Instrument/File No. __-_____-__, Reel ____, Image ___ of the Official Records (the "**OP/DDA**"), by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California ("**Successor Agency**"), commonly known as the Office of Community Investment and Infrastructure ("**OCII**"), and BLOCK ONE PROPERTY HOLDER, L.P., a Delaware limited partnership ("**Owner**"), which covered the development of certain Improvements on certain real property situated in the City and County of San Francisco (the "**City**"), State of California, which property is particularly described in Exhibit A attached hereto and made a part hereof (the "**Site**"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the OP/DDA. The Successor Agency and the Owner hereby serve notice as follows:

WITNESSETH:

WHEREAS, as contemplated by the OP/DDA, Owner created the Site through the merger and resubdivison of certain parcels evidenced by a subdivision map entitled _____ (the "**Parcel Map**"). The Parcel Map was filed for record on _____, 20__, in the Official Records, as Instrument/File No. __-_____-__, Reel ____, Image ___; and

WHEREAS, the Site has been further subdivided into residential condominium units pursuant to that certain subdivision map and condominium plan entitled _____, which map was attached as Exhibit A to the "_____ Declaration of Covenants, Conditions and Restrictions" (the "**CC&Rs**"). The CC&Rs were recorded on _____, 20__, in the Official Records, as Instrument/File No. __-_____-__, Reel ____, Image ___; and

WHEREAS, pursuant to Section 4.13(b) of the OP/DDA, the Successor Agency agreed to issue a Unit Certificate of Completion for each completed residential condominium unit prior to the issuance of a Final Certificate of Completion upon satisfaction of the following conditions: (i) substantial completion of the Improvements relating to the unit as evidenced by the City's issuance of a Temporary Certificate of Occupancy for a portion of the building that includes such unit; and (ii) for Affordable Housing Units, the Successor Agency has reasonably determined that the unit will be sold in compliance with the affordability restrictions of the OP/DDA, as evidenced by the Successor Agency's execution of a Limited Equity Program Declaration of Restriction and deposit of such Declaration of Restriction into the unit sales escrow; and

WHEREAS, with respect to those residential condominium units listed in Exhibit B attached hereto ("Completed Condominium Units"), the Successor Agency has conclusively determined that the Owner has satisfied the conditions for issuance of a Unit Certificate of Completion; and

WHEREAS, the Successor Agency's issuance of this Unit Certificate of Completion does not relieve Owner, its successors and assigns, or any other person or entity from any and all City requirements or conditions to occupancy of any Improvements, which City requirements or conditions must be complied with separately; and

WHEREAS, per Section 4.07(b) of the OP/DDA, the Successor Agency's determination regarding said construction obligations is not directed to, and thus the Successor Agency assumes no responsibility for, engineering or structural matters or compliance with City building codes and regulations or applicable state or federal law relating to construction standards; and

WHEREAS, Section 5.10 of the OP/DDA defines the "**Surviving Provisions**" that survive any determination regarding completion or substantial completion of Improvements;

NOW, THEREFORE, as provided for in Section 4.13 (b) of said OP/DDA, the Successor Agency does hereby acknowledge that title to the Completed Condominium Units (including the purchaser's respective interest in the Project common area associated with the ownership of that unit) shall be released from the encumbrance of the OP/DDA, except for Surviving Provisions, and that any party purchasing the unit will not (because of the purchase) incur any obligation with respect to the construction of the Improvements relating to the unit or to any other part, parcel or unit of the Project.

Nothing contained in this instrument shall modify in any other way any other provision of said OP/DDA nor any other provisions of those documents incorporated in said OP/DDA.

IN WITNESS HEREOF, the Successor Agency and the Owner have executed this Unit Certificate of Completion this _____ day of _____, _____.

Authorized by Successor Agency Resolution No. ___-2016, adopted _____, 2016.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California

By:_____
Tiffany J. Bohee
Executive Director

APPROVED AS TO FORM:

By:_____
James B. Morales
General Counsel

OWNER:

BLOCK ONE PROPERTY HOLDER, L.P., a Delaware limited partnership

By:_____

Its:

EXHIBIT A

Site Legal Description

EXHIBIT B

Completed Condominium Units

ATTACHMENT 12

Form of Declaration of Site Restrictions

Free Recording Requested Pursuant to Government Code Section 27383 at the Request of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco

WHEN RECORDED, MAIL TO:

Successor Agency to the Redevelopment Agency of the City and County of San Francisco
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Development Services

Assessor's Block 3740, Lots 027 and 029-032
Commonly known as Transbay Block 1

Space Above This Line Reserved for Recorder's Use

DECLARATION OF SITE RESTRICTIONS

The following are the Conditions, Covenants and Restrictions affecting the property of Block One Property Holder, L.P., a Delaware limited partnership, that is commonly known as Transbay Block 1. Block 1 is an about 53,622-square-foot parcel on Folsom Street between Main and Spear Streets within the Transbay Redevelopment Project Area in the City and County of San Francisco, State of California.

THIS DECLARATION OF SITE RESTRICTIONS ("**Declaration**") is made as of the _____ day of _____, 2016, by Block One Property Holder, L.P., a Delaware limited partnership, hereinafter called the "**Owner**".

WITNESSETH:

WHEREAS, the Owner owns Lot 027, 029, 030, 031 and 032 in Assessor Block 3740 (together, the "**Site**") in that certain Redevelopment Project Area in the City and County of San Francisco, State of California, covered by the Redevelopment Plan for the Transbay Redevelopment Project Area. The Redevelopment Plan for the Transbay Redevelopment Project Area, was approved and adopted by the Board of Supervisors of the City and County of San Francisco on June 21, 2005 by Ordinance 124-05, and amended by Ordinance No. 99-06 adopted on May 9, 2006, Ordinance 84-2015 adopted on June 16, 2015, and Ordinance 62-16 adopted on April 19, 2016, copies of which have been filed in the Office of the Recorder of the City and County of San Francisco, State of California (together referred to as the "**Redevelopment Plan**"); and

WHEREAS, the Owner and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body, organized and existing under the laws of the State of California ("**Successor Agency**"), commonly known as the Office of Community Investment and Infrastructure ("**OCII**"), entered into that certain Owner Participation/Disposition and Development Agreement dated as of _____ and recorded on _____, 2016, in the Office of the Recorder of the City and County of

San Francisco, as Instrument/File No. __-_____-__, Reel ____, Image ___ of the Official Records (the "**OP/DDA**" or "**Agreement**"), for the transfer of fee title of Assessor's Block 3740, Lot 027 (the "**Public Parcel**") and the development of a residential condominium project and related improvements on the Site. The Agreement is incorporated by reference in this Declaration as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Agreement apply to this Declaration. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the OP/DDA.

WHEREAS, the residential condominium project and related improvements comply with the standards and requirements of the Development Controls and Design Guidelines for the Transbay Redevelopment Project ("**Development Controls**").

WHEREAS, the California Community Redevelopment Law requires that adequate safeguards be imposed so that the work of redevelopment will be carried out pursuant to the Redevelopment Plan, and provides for the retention of controls and the establishment of restrictions and covenants running with land sold or leased for private use; and

WHEREAS, for the purpose of providing adequate safeguards that the work of redevelopment will be carried out pursuant to the Redevelopment Plan and to ensure the best use and the most appropriate development and improvement of the property described in the Redevelopment Plan; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to ensure the highest and best development of said property; to encourage and secure the erection of attractive structures thereon, with appropriate locations on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets and adequate free space between structures; and, in general, to provide adequately for a high type and quality of improvement on said property, and thereby to enhance the value of investments made by purchasers of building sites therein, the Owner is desirous of subjecting the real property hereinafter described to the covenants, conditions and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit of said property and for each owner thereof and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Owner hereby declares that the real property described and referred to in Clause 1 hereof, is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions and restrictions, hereinafter set forth and further described in Exhibit B, "Surviving Provisions of the OP/DDA", attached hereto a made a part hereof:

1. Property Subject to This Declaration

The Site which is, and shall be, held, conveyed, transferred and sold, subject to the covenants, conditions and restrictions with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located in the City and County of San Francisco, State of California, and is more particularly described as all that certain real property situated in the City and County of San Francisco (the "**City**"), State of California, and is more particularly described in Exhibit A attached hereto and made a part hereof.

2. Incorporation of Redevelopment Plan and Development Controls by Reference

Each and every term, condition, and provision set forth in said Redevelopment Plan and Development Controls are hereby incorporated by reference in and made a part of this Declaration with the same force and effect as though set forth in full herein.

3. Review of Plans

All preliminary architectural and site plans and the final plans and specifications for the construction of buildings and improvements on the Site shall be submitted to the Successor Agency for review and approval. Those plans shall be in sufficient detail to enable the Successor Agency to make a determination as to the compliance of the plans with these restrictions and with the Redevelopment Plan.

4. Maintenance

All buildings and improvements constructed in the Transbay Redevelopment Project Area ("**Project Area**") shall be maintained in compliance with the laws of the State of California and the Ordinances and Regulations of the City and County of San Francisco.

5. General Land Use Restrictions

Pursuant to Section 5.02 of the OP/DDA, as such is included in Exhibit B attached hereto, Owner shall devote the Site and the Improvements only to the uses permitted by (i) the Redevelopment Plan, (ii) the Project Area Declaration of Site Restrictions, (iii) the OP/DDA, and (iv) this Declaration. The Site is zoned "Zone 1: Transbay Downtown Residential" in the Redevelopment Plan. The Owner intends to use the Site for development of the Project (the details of which are contained in the Scope of Development, Attachment 6 to the OP/DDA). The uses contemplated in the Scope of Development are consistent with the Zone 1 requirements of the Redevelopment Plan. This provision shall only apply after the Closing Date and in the event Successor Agency exercises the Power of Termination and regains title to the Public Parcel pursuant to Section 8.03(a) of the OP/DDA, subsections (iii) and (iv) of this Clause 5 shall be of no further force or effect.

6. Ground Floor Uses

Pursuant to Section 5.02 of the OP/DDA, ground floor space on the Main, Folsom, and Spear Street frontage of the Project shall be used for Retail Businesses and Personal Services, Arts Activities and Spaces, or Other Uses (as each is defined in the Redevelopment Plan); provided that any such use shall be community-serving, which shall mean a use that offers goods or services to those who live and/or work in the neighborhood, including, but not limited to, the following examples: convenience goods and services, food, home goods, restaurants, bars, local entertainment, small article shopping, personal care, fitness, pets, art, and consumer-oriented establishments that support an active pedestrian ambiance.

7. Nondiscrimination Provisions

Pursuant to Section 5.04 of the OP/DDA, as such is included in Exhibit B attached hereto, there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, sex, sexual orientation, gender identity, marital or domestic partner status, disabilities (including AIDS or HIV status), religion, national origin or ancestry by Owner or any occupant or user of the Site in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property subject to this Declaration, or any part thereof, nor shall the Owner itself (or any person or entity claiming

under or through it) establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of the Property or any part thereof, nor shall Owner or any occupant or user of the Property or any transferee, successor, assign or holder of any interest in the Property or any person or entity claiming under or through such transferee, successor, assign or holder, establish or permit any such practice or practices of discrimination or segregation, including, without limitation, with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, vendees or others of the Site.

There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Owner or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees at the Property. The foregoing covenants shall run with the land. Unless an instrument, describing property in the Project Area has been recorded agreeing to change said covenants, the covenants contained in Clause 5 hereof shall run in perpetuity.

8. Restrictions on Affordable Housing Units

The Improvements shall include 156 Affordable Housing Units, comprised of the following components: (1) the Developer Inclusionary Project, an inclusionary affordable housing component consisting of no fewer than eighty (80) for-sale units in the Tower and Townhomes and (2) the OCII Affordable Project, with approximately seventy-six (76) for-sale units in Podium 1 and Podium 2. Pursuant to Sections 5.05 and 9.03 of the OP/DDA, the following requirements shall specifically apply to the Affordable Housing Units:

a. Level of Affordability. Pursuant to section 9.03(b) of the OP/DDA, as such is included in Exhibit B attached hereto, the units in the OCII Affordable Housing Project shall be affordable to households earning on average ninety percent (90%) of the Unadjusted Area Median Income for the HUD Metro Fair Market Rent Area that contains San Francisco, as published by MOHCD ("**AMI**") rather than market values. To achieve this average, one-third (approximately twenty-five) units shall be affordable to households earning no more than eighty percent (80%) of AMI, one-third (approximately twenty-six) units shall be affordable to households earning no more than ninety percent (90%) of AMI, and one-third (approximately twenty-five) units shall be affordable to households earning no more than one hundred percent (100%) of AMI. Of the eighty (80) units in the Developer Inclusionary Project, fifty (50) units shall be affordable to households earning no more than one hundred percent (100%) of AMI, and no fewer than thirty (30) units shall be affordable to households earning no more than one hundred twenty percent (120%) of AMI.

b. Duration of Affordability Restrictions. Pursuant to Section 5.05(a) of the OP/DDA, as such is included in Exhibit B attached hereto, the Affordable Housing Units must remain affordable for the life of the Project. For the purposes of this Declaration, "life of the Project" shall mean the time during which the Project, including any future modification thereto, remains in existence.

c. Sale of Affordable Housing Units. Pursuant to Section 5.05(b) of the OP/DDA, as such is included in Exhibit B attached hereto, the Affordable Housing Units shall be sold pursuant to the Successor Agency's Limited Equity Program, a form of which is included as Attachment 18 to the OP/DDA, in order to ensure the units will be permanently affordable.

d. Changes to the Affordable Housing Units. Pursuant to Section 5.05(c), as such is included in Exhibit attached hereto, neither Developer nor any successor or assign may make or permit any material alteration, modification, addition and/or substitution of or to the location of the Affordable Housing Units during the life of the Project.

e. Unit Mix and Location. Pursuant to section 9.03(c) of the OP/DDA, as such is included in Exhibit B attached hereto, the OCII Affordable Project shall include a minimum of twenty percent (20%) three-bedroom units, twenty-five percent (25%) two-bedroom units, and fifty-five percent (55%) one-bedroom units, as shown on Attachment 17 to the OP/DDA. One- and two-bedroom units shall include a minimum of one bathroom; three-bedroom units shall include a minimum of one and one half bathrooms. The unit mix in the Developer Inclusionary Project shall be as shown on Attachment 17 to the OP/DDA. Of the units in the Developer Inclusionary Project, thirty-nine (39) units shall be distributed throughout Floors 7 -26 of the Tower, and forty-one (41) units shall be distributed on Floors 1-6 of the Tower and adjacent Townhomes, explicitly as shown in Attachment 17 to the OP/DDA.

f. Comparability and Quality of Units. Pursuant to section 9.03(d) of the OP/DDA, as such is included in Exhibit B attached hereto, the units in the Affordable Projects shall not be less than 575 square for a one-bedroom unit, 800 square feet for a two-bedroom unit, and 1,100 square feet for a three-bedroom unit. The units in the Affordable Projects shall be comparable in the number of bedrooms and overall quality of construction to the units in the Market-Rate Project. The interior features of the Affordable Housing Units need not be the same as or equivalent to those in the Market-Rate Project, as long as they are of good quality and are consistent with the then-current standards for new housing, as detailed in Attachment 22 to the OP/DDA. The agreed upon finishes and specifications for the Affordable Housing Units are detailed in Attachment 22 to the OP/DDA. Successor Agency or its designee shall approve any material changes to these specifications.

g. Parking. Pursuant to section 9.03(e) of the OP/DDA, as such is included in Exhibit B attached hereto, parking for the OCII Affordable Project shall be provided in the Garage at a rate that is no less than one stall for every four residential units. Parking for the Developer Inclusionary Project shall be provided in the Garage at a ratio that is the same as the ratio of parking stalls to residential units for the Market-Rate Project. In addition to the upfront purchase price for the Affordable Housing Units, parking spaces shall be made available to the buyers of the Affordable Housing Units for ongoing costs at a monthly below market cost that is the lesser of (1) one-half the current market rate for parking in the neighborhood or (2) the operating cost of the garage; provided, however, such parking spaces shall not be deeded spaces. In no event, however, shall the ratio exceed one parking stall per residential unit.

h. Separate Homeowners Association. Pursuant to section 9.03(f) of the OP/DDA, as such is included in Exhibit B attached hereto, the units in the Affordable Projects must be included in a single homeowners association, sub-association, or other arrangement, subject to approval by the California Bureau of Real Estate, that, to the extent legally possible, limits the assessments for residents of the Affordable Projects and provides protection to these residents against excessive increases to these assessments by residents of the Market-Rate Project.

i. Marketing and Occupancy Preferences. Pursuant to section 9.03(g) of the OP/DDA, as such is included in Exhibit B attached hereto, the initial and subsequent resale of all Affordable Housing Units will be subject to the marketing obligations described in Attachment 20 to the OP/DDA, which include occupancy preferences for, among others, Certificate of Preference and Ellis Act Housing Preference holders and other targeted populations.

9. Shared Open Space and Amenities

Pursuant to Section 9.05 of the OP/DDA, the Shared Open Space and Amenities shall be equally accessible to all residents of the Project and there shall be no fees required for use of the amenities by Project residents beyond HOA dues.

10. As-Is Conveyance

Pursuant to Sections 3.01 (a), (b), and (d) and 3.03 of the OP/DDA, as such are included in Exhibit B attached hereto, the Successor Agency conveyed the Public Parcel in "AS IS" condition and the Owner accepted the Public Parcel in "AS IS" condition. The Owner, at its sole cost and expense, shall comply with all provisions of Environmental Law applicable to the Public Parcel and shall perform all actions that may be required pursuant to any Environmental Law.

11. Hazardous Materials Indemnification

Pursuant to Section 3.02 of the OP/DDA, as such is included in Exhibit B attached hereto, the Owner shall indemnify the Successor Agency from and against claims relating to the Owner's violation of any Environmental Law, or any Release or threatened Release of a Hazardous Substance, or any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Public Parcel.

12. Release

Pursuant to Section 3.04 of the OP/DDA, as such in included in Exhibit B attached hereto, the Owner shall release the Successor Agency from all claims that it has in connection with the OP/DDA and the Public Parcel.

13. Insurance

a. Pursuant to Section 4.17(c)(iv) of the OP/DDA, as such is included in Exhibit B attached hereto, Owner shall require its architects, engineers, surveyors and other design professionals to maintain professional liability insurance for no less than ten (10) years beyond the Completion of Construction of the Improvements.

b. Pursuant to Section 4.17c(v)(B), as such is included in Exhibit B attached hereto, following Completion of Construction and for the useful life of the Project, Owner shall provide full replacement value of the Project with no coinsurance penalty provision.

14. No Changes to Site or Improvements Without Approval

Pursuant to Section 5.08 of the DDA, as such is included in Exhibit B attached hereto, neither Owner nor any successor or assign may make or permit any change in the uses of the Site or any Change in the Improvements, unless the express prior written consent for the change in uses or any Change in the Improvements has been requested and obtained from the Successor Agency; and if obtained, upon any terms and conditions the Successor Agency reasonably requires.

15. Indemnification

Owner shall indemnify, defend, and hold harmless the Indemnified Parties as provided in Section 12.01 of the OP/DDA, as such is included in Exhibit B attached hereto.

16. General Provisions

a. Term

These covenants are to run with the land and shall be binding on all parties, successors and assigns of Developer and any Mortgagee, as provided for in Section 12.08 of the OP/DDA, and all persons claiming under them as of the date this Declaration is executed and, unless a different term is specified herein, during the effective period of the Redevelopment Plan, which remains in effect until June 21, 2035, unless an instrument, describing property in the Project Area, has been recorded agreeing to change said covenants. These covenants shall be deemed automatically extended during the effective period of any extension of the Redevelopment Plan. For the avoidance of doubt, these covenants shall survive the Successor Agency's recordation of Certificate of Completion for the Improvements or a Unit Certificate of Completion for specific residential units. After the expiration or termination of the Redevelopment Plan, the use and subsequent development or redevelopment of the Site will become subject to the City's land use ordinances and policies, including but not limited to the City's Planning Code.

b. Enforcement

In the event of any breach of any of the covenants contained herein, it shall be the duty of the Successor Agency to endeavor immediately to remedy such breach by conference, conciliation and persuasion. In the case of failure so to remedy such breach, or in advance thereof, if in the judgment of the Successor Agency circumstances so warrant, said breach shall be enjoined or abated by appropriate proceedings brought by the Successor Agency.

The Successor Agency, on its own behalf or on behalf of any owner or owners, singly or collectively, or any real property in the Project Area covered by these restrictions, or any such owner or owners may, at any time, prosecute any proceedings in law or in equity in case of any violation or attempt to violate any of the covenants contained herein.

c. Variation

Where, owing to special conditions, a literal enforcement of these restrictions in regard to the physical standards and requirements as referred to in Clause 2 hereof would result in practical difficulties creating undue hardship for the property owner and constitute an unreasonable limitation beyond the spirit and purposes of these restrictions, the Successor Agency shall have the power upon appeal in specific cases to authorize such variation or modification of the terms of these restrictions as will not be contrary to the public interest and so that the spirit of these restrictions shall be observed and justice done, provided, however, that the adjustments are consistent with the standards for a variation under the Redevelopment Plan and in no instance will any adjustments be granted that will change the land use of the Redevelopment Plan. Other basic requirements of the Redevelopment Plan shall not be eliminated but adjustments thereof may be permitted, provided such adjustments are consistent with the general purposes and intent of the Redevelopment Plan.

d. Foreclosure and Enforcement of Liens

The provisions of this Declaration do not limit the rights of obligees to foreclose or otherwise enforce any mortgage, deed of trust, or other encumbrance upon the property, or the rights of such obligees to pursue any remedies for the enforcement of any pledge or lien upon the property; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust, or other lien or encumbrance or a sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the property, shall be and shall continue to be, subject to all of the conditions, restrictions, and covenants herein provided for.

e. Amendment

If at any time the Redevelopment Plan is amended in any manner as is now or hereafter permitted by law, this Declaration may be amended accordingly.

f. Dissolution

In the event that the Successor Agency is dissolved or its designation changed by or pursuant to law prior to carrying out the Redevelopment Plan, its powers, duties, rights, and functions under this Declaration shall be transferred pursuant to any applicable provisions of such laws.

g. Severability of Provisions

If any provision of this Declaration of Site Restrictions or the application of such provision to any owner or owners or parcel of land is held invalid, the validity of the remainder of this Declaration of Site Restrictions and the applicability of such provision to any other owner or owners or parcel of land shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first written above.

OWNER:

BLOCK ONE PROPERTY HOLDER, L.P.,
a Delaware limited partnership

By _____

Its:

EXHIBIT A

Site Legal Description

PUBLIC PARCEL

ALL THAT PROPERTY SITUATED IN THE STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MAIN STREET WITH THE NORTHWESTERLY LINE OF FOLSOM STREET; THENCE NORTHWEST ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 183.33 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 6463 AT PAGE 507, OFFICIAL RECORDS OF SAN FRANCISCO, THE POINT OF BEGINNING; THENCE LEAVING SAID LINE OF MAIN STREET PARALLEL WITH SAID LINE OF FOLSOM STREET, NORTH 45°07'55" EAST, 84.83 FEET; THENCE ON A CURVE, CONCAVE NORTHWESTERLY, WITH A MEDIAL BEARING OF NORTH 51°35'33" WEST, RADIUS OF 958.00 FEET, LENGTH OF 195.58 FEET, CENTRAL ANGLE OF 11°41'50" TO THE SOUTHWESTERLY LINE OF SPEAR STREET, DISTANT THEREON NORTH 44°52'05" WEST, 225.82 FEET FROM THE INTERSECTION OF SAID LINE OF SPEAR STREET WITH THE NORTHWESTERLY 1INE OF FOLSOM STREET; THENCE SOUTHEASTERLY ALONG SAID LINE OF SPEAR STREET, SOUTH 44°52'05" EAST, 126.23 FEET; THENCE LEAVING SAID LINE OF SPEAR STREET ON A CURVE, CONCAVE WESTERLY, WITH A RADIAL BEARING OF NORTH 61 °10'13" WEST, RADIUS OF 1078.50 FEET, LENGTH OF 279.51 FEET, CENTRAL ANGLE OF 14°50'57" TO THE AFORESAID NORTHEASTERLY LINE OF MAIN STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 126.74 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS:
STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, RIGHT-OF-WAY RECORD MAP R-23.5, IV SF 224.

LOT 027, BLOCK 3740

PRIVATE PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:
COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF FOLSOM STREET, DISTANT THEREON 137.85 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF MAIN STREET; RUNNING THENCE NORTHEASTERLY AND ALONG SAID LINE OF FOLSOM STREET, 45.833 FEET TO A POINT DISTANT THEREON 91.666 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF SPEAR STREET; THENCE AT A RIGHT ANGLE NORTHWESTERLY, 75 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED BY CALIFORNIA STEVEDORE AND BALLAST COMPANY, A CORPORATION, TO THE STATE OF CALIFORNIA DATED AUGUST 25, 1954, RECORDED OCTOBER 13, 1954 IN BOOK 6466, OF OFFICIAL RECORDS, AT PAGE 394, IN THE

OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA; RUNNING THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, 45.47 FEET TO A POINT IN THE LINE DRAWN AT RIGHT ANGLES TO FOLSOM STREET THROUGH THE POINT OF COMMENCEMENT; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED LINE AT A DISTANCE OF 69.23 FEET TO THE NORTHWESTERLY LINE OF FOLSOM STREET AND THE POINT OF COMMENCEMENT.

LOT 029, BLOCK 3740

PARCEL TWO:
A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 3, 1954 IN VOLUME 6443, PAGE 492, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET WITH THE NORTHEASTERLY LINE OF MAIN STREET; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 44° 52' 05" WEST, 56.85 FEET; THENCE LEAVING LAST SAID LINE FROM A TANGENT THAT BEARS NORTH 43° 40' 45" EAST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1078.50 FEET, THROUGH AN ANGLE OF 7° 21' 29", AN ARC LENGTH OF 138.50 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL; THENCE ALONG LAST SAID LINE SOUTH 44° 52' 05" EAST, 69.23 FEET TO SAID NORTHWESTERLY LINE OF FOLSOM STREET; THENCE ALONG LAST SAID LINE SOUTH 45° 07' 55" WEST 137.85 FEET TO THE POINT OF COMMENCEMENT.

LOT 030, BLOCK 3740

PARCEL THREE:
BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET WITH THE SOUTHWESTERLY LINE OF SPEAR STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF SPEAR STREET, 183 FEET, 4 INCHES; THENCE SOUTHWESTERLY, PARALLEL WITH SAID LINE OF FOLSOM STREET, 137 FEET, 6 INCHES; THENCE SOUTHEASTERLY, PARALLEL WITH SAID LINE OF SPEAR STREET, 183 FEET, 4 INCHES TO SAID LINE OF FOLSOM STREET; THENCE NORTHEASTERLY THEREON, 137 FEET, 6 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED BY CALIFORNIA STEVEDORE AND BALLAST COMPANY TO THE STATE OF CALIFORNIA, IN DEED RECORDED OCTOBER 13, 1954, BOOK 6466, PAGE 394, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED FROM CALIFORNIA STEVEDORE AND BALLAST CO., A CORPORATION, TO EUGENE D. SWEETLAND, ET UX, RECORDED JANUARY 18, 1965, BOOK A932, PAGE 446, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED FROM CALIFORNIA STEVEDORE AND BALLAST CO., A CORPORATION, TO THE STATE OF CALIFORNIA, RECORDED JANUARY 2, 1969, BOOK B301, PAGE 788, OFFICIAL RECORDS.

LOT 031, BLOCK 3740

PARCEL FOUR:
A PORTION OF THAT PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA, BY DEED NO. 39989, RECORDED JANUARY 2, 1969, IN VOLUME B301, PAGE 788, OFFICIAL RECORDS OF SAN FRANCISCO COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FOLSOM STREET WITH THE SOUTHWESTERLY LINE OF SPEAR STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 46°17' 30" WEST, 18.08 FEET; THENCE FROM A TANGENT THAT BEARS NORTH 03° 22' 32" EAST, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 922.07 FEET, THROUGH AN ANGLE OF 1 O 30' 56", AN ARC LENGTH OF 24.39 FEET TO SAID SOUTHWESTERLY LINE OF SPEAR STREET; THENCE ALONG LAST SAID LINE, SOUTH 43° 42' 30" EAST, 16.37 FEET TO THE POINT OF COMMENCEMENT.

LOT 032, BLOCK 3740

EXHIBIT B

Surviving Provisions of the OP/DDA
(All sections noted refer to OP/DDA Sections)

3.01 Prior to Conveyance/Public Parcel "As Is"

(a) Successor Agency shall convey the Public Parcel in its present, "AS IS" condition, free of any liens, leases, encumbrances, or other matters affecting title except for the Approved Title Conditions, and shall not prepare the Public Parcel for any purpose whatsoever prior to conveyance to Developer. So long as there is no material adverse change in the condition of the Public Parcel after the Effective Date, Developer agrees to accept the Public Parcel in "AS IS" condition at the close of Escrow in the Approved Title Condition.

(b) Subject to Section 2.12(f) above, Developer acknowledges that Successor Agency has not made any representation or warranty, express or implied, with respect to the Public Parcel, and it is agreed that Successor Agency makes no representations, warranties or covenants, express or implied, as to its physical condition; as to the condition of any improvements; as to the suitability or fitness of the land; as to any Environmental Law, or otherwise affecting the use, value, occupancy or enjoyment of the Public Parcel; or as to any other matter whatsoever; it being expressly understood that the Public Parcel is being sold in an "AS IS" condition. The provisions of this Section 3.01, as with the other provisions of this Agreement, shall survive the close of Escrow and shall not merge into the Grant Deed delivered to Developer at close of Escrow.

(d) After close of Escrow, Developer, at its sole cost and expense, shall comply with all provisions of Environmental Law applicable to the Public Parcel and Successor Agency and its respective members, officers, agents and employees shall have no responsibility or liability with respect thereto.

3.02 Hazardous Materials Indemnification

(a) Developer shall indemnify, defend and hold Successor Agency and its respective members, officers, agents and employees (individually, "**Indemnified Party**" and collectively, "**Indemnified Parties**") harmless from and against any losses, costs, claims, damages, liabilities, and causes of action of any nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel and engineering consultants) incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to (A) Developer's violation of any Environmental Law, or (B) any Release or threatened Release of a Hazardous Substance, or any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or from the Public Parcel, occurring after the close of Escrow, except where such violation, Release or threatened Release, or condition was at any time caused by the gross negligence or intentional misconduct of the Indemnified Party seeking indemnification.

(b) For purposes of Section 2.12 and this Section 3.02, the term "**Hazardous Substance**" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. §9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("**PCBs**"), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code §§25316 and 25281(d), all chemicals listed pursuant to the California Health & Safety Code

§25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition shall not include substances that occur naturally on the Public Parcel.

(c) The term "**Environmental Law**" shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee or community right-to-know requirements related to the work being performed under this Agreement.

(d) For purposes of this Section 3.02, the term "**Release**" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance).

3.03 "As Is" Purchase

DEVELOPER ACKNOWLEDGES AND AGREES THAT, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, SUCCESSOR AGENCY IS CONVEYING AND DEVELOPER IS ACCEPTING THE PUBLIC PARCEL ON AN "AS-IS WITH ALL FAULTS" BASIS SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES, INCLUDING WITHOUT LIMITATION, ANY ZONING ORDINANCES, OR OTHER REGULATIONS GOVERNING THE USE, OCCUPANCY OR POSSESSION OF THE PUBLIC PARCEL. DEVELOPER REPRESENTS AND WARRANTS THAT DEVELOPER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SUCCESSOR AGENCY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PUBLIC PARCEL, ITS SUITABILITY FOR DEVELOPER'S INTENDED USES OR ANY OF THE PUBLIC PARCEL CONDITIONS. SUCCESSOR AGENCY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PUBLIC PARCEL, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PUBLIC PARCEL OR ITS USE WITH ANY STATUTE, RESOLUTION OR REGULATION. DEVELOPER AGREES THAT NEITHER SUCCESSOR AGENCY NOR ANY OF SUCCESSOR AGENCY'S AGENTS HAVE MADE, AND SUCCESSOR AGENCY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PUBLIC PARCEL CONDITIONS.

3.04 Release

Effective from and after the Closing Date, Developer hereby waives, releases, acquits, and forever discharges Successor Agency to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has because of or in any way growing out or connected with this Agreement and the Public Parcel, including, without limitation, the condition of the Public Parcel (including any such claim which arose prior to the Closing Date, but is discovered thereafter), except (i) matters arising from Successor Agency's fraud or intentional misrepresentation, or (ii) any breach of this Agreement by Successor Agency prior to the Closing Date. **DEVELOPER EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE § 1542, AND ANY OTHER PROVISION OF LAW, THAT PROVIDES AS FOLLOWS:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE DEVELOPER DOES NOT KNOW OR EXPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SUCCESSOR AGENCY.

BY PLACING ITS INITIALS BELOW, DEVELOPER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT DEVELOPER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

SUCCESSOR AGENCY: _____ DEVELOPER: _____

4.17 Insurance Requirements

(c) Minimum Limits. Developer shall maintain limits no less than:

(i) (iv) Professional Liability: Developer shall require the project architects, engineers, surveyors and other design professionals to carry insurance covering such vendors' negligent acts, errors and omissions in amounts not less than $2,000,000 each occurrence and in the annual aggregate, with such minimum limits to be maintained for no less than ten (10) years beyond the Completion of Construction of the Improvements.

(v) Builders Risk and Property Insurance:

(B) Following Completion of Construction and for the life of the Project, full replacement value of the Project with no coinsurance penalty provision.

5.02 General Restrictions

The Site and the Improvements thereon shall be devoted only to the uses permitted by (i) the Redevelopment Plan, (ii) the Project Area Declaration of Restrictions, (iii) this Agreement, and (iv) the Declaration of Site Restrictions. This provision shall only apply after the Closing Date and in the event Successor Agency exercises the Power of Termination and regains title to the Public Parcel pursuant to Section 8.03(a), subsections (iii) and (iv) of this Section 5.02 shall be of no further force or effect.

5.04 Nondiscrimination

(a) There shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, sex, sexual orientation, gender identity, marital or domestic partner status, disabilities (including AIDS or HIV status), religion, national origin or ancestry by Developer or any occupant or user of the Site in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any part thereof, and Developer itself (or any person or entity claiming under or through it) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Site or any part thereof, nor shall Developer or any occupant or user of the Site or any transferee, successor, assign or holder of any interest in the Site or any person or entity claiming under or through such transferee, successor, assign or holder, establish or permit any such practice or practices of discrimination or

segregation, including, without limitation, with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, vendees or others of the Site.

(b) Developer itself (or any person or entity claiming under or through it) further agrees and covenants that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926,12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site nor shall Developer or any person claiming under or through him or her, establish or permit any 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.

(c) Notwithstanding the above, Developer shall not be in default of its obligations under this Section 5.04 where there is a judicial action or arbitration involving a bona fide dispute over whether Developer is engaged in discriminatory practices and Developer promptly acts to satisfy any judgment or award against Developer.

(d) The covenants of this Section 5.04 shall run with the land, and any transferee, successor, assign, or holder of any interest in the Site, or any occupant or user thereof, whether by contract, lease, rental, sublease, license, deed, mortgage or otherwise, and whether or not any written instrument or oral agreement contains the foregoing prohibitions against discrimination, shall be bound hereby and shall not violate in whole or in part, directly or indirectly, the nondiscrimination requirements set forth above; provided, however, in the event Successor Agency exercises the Power of Termination and regains title to the Public Parcel pursuant to Section 8.03(a), this provision shall be of no further force or effect; provided, further, that nothing herein shall invalidate any applicable non-discrimination law.

5.05 Restrictions on Affordable Housing Units

(a) The Affordable Housing Units must remain affordable for the life of the Project. For the purposes of this Agreement, "life of the Project" shall mean the time during which the Project, including any future modification thereto, remains in existence.

(b) All of the Affordable Housing Units shall be sold pursuant to OCII's Limited Equity Program ("**LEP**"), included as Attachment 18, in order to ensure the units will be permanently affordable. Prior to each sale, a declaration in the form of the "Declaration of Restrictions for For-Sale Affordable Housing Units and Option to Purchase Agreement" in the form contained in Attachment 18 (or such revised form of Declaration approved by Successor Agency) shall be recorded. The Affordable Purchase Price (at initial sale and future resale), as defined in Attachment 18, will be set according to a formula based on the Unadjusted Area Median Income for the HUD Metro Fair Market Rent Area that contains San Francisco, as published by MOHCD ("**AMI**") rather than market values. At resale, the price will be set at the same affordability level that established the original Affordable Purchase Price, regardless of the current market value. When a homeowner sells, the homeowner's equity will be based on a formula described in Sections 3 and 4 of Attachment 18. For illustrative purposes, the Affordable Purchase Prices for 2016 are shown in Exhibit A to Attachment 18. Successor Agency shall devote adequate resources, time, and attention to fulfill its obligations under this Agreement, including, without limitation, assistance set forth under Section 9.03(g)(iv). For purposes of this Section 5.05(b), "**sold**" shall mean the close of escrow for such Affordable Housing Unit.

(c) For the life of the Project, neither Developer nor any successor or assign may make or permit any material alteration, modification, addition and/or substitution of or to the location of the Affordable Housing Units without the express prior written consent of Successor Agency upon any terms and conditions Successor Agency reasonably requires. Successor Agency's approval may be granted or withheld in its reasonable discretion.

(d) Developer shall also comply with the requirements in Section 9.03 related to the Affordable Housing Units.

5.08 No Changes Without Approval

For the period during which the Redevelopment Plan and Project Area Declaration of Restrictions are in effect, neither Developer nor any successor or assign may make or permit any change in the uses permitted on the Site or any Change in the Improvements (as defined below), unless the express prior written consent for the change in uses or any Change in the Improvements has been requested and obtained from Successor Agency; and if obtained, upon any terms and conditions Successor Agency reasonably requires; provided, however, in the event Successor Agency exercises the Power of Termination and regains title to the Public Parcel pursuant to Section 8.03(a), this provision shall be of no further force or effect. Successor Agency's approval may be granted or withheld in its reasonable discretion. "**Change in the Improvements**" is defined as any material alteration, modification, addition and/or substitution of or to the Site or the Improvements that affects: (a) the density of development; (b) the extent and nature of the open space on the Site; (c) the exterior design; (d) the exterior materials; and (e) the exterior color. For the purposes of this Section, "**exterior**" also includes the roof of the Improvements.

9.03 Affordable Housing Requirements

In addition to the requirements of Section 5.05, the following requirements shall specifically apply to the Affordable Housing Units:

(a) Affordable Housing in Project

The Project includes: (1) the Developer Inclusionary Project, an inclusionary affordable housing component consisting of no fewer than eighty (80) for-sale units in the Tower and adjacent Townhomes and (2) the OCII Affordable Project, with approximately seventy-six (76) for-sale units in Podium 1 and Podium 2. Together, the Developer Inclusionary Project and the OCII Affordable Project comprise the "**Affordable Projects**".

(b) Level of Affordability

(i) OCII Affordable Project. All of the seventy-six (76) units in the OCII Affordable Project shall be affordable to households earning on average ninety percent (90%) of AMI. To achieve this average, one-third (approximately twenty-five) units shall be affordable to households earning no more than eighty percent (80%) of AMI, one-third (approximately twenty-six) units shall be affordable to households earning no more than ninety percent (90%) of AMI, and one-third (approximately twenty-five) units shall be affordable to households earning no more than one hundred percent (100%) of AMI.

(ii) Developer Inclusionary Project. Of the eighty (80) units in the Developer Inclusionary Project, fifty (50) units shall be affordable to households earning no more than

one hundred percent (100%) of AMI, and no fewer than thirty (30) units shall be affordable to households earning no more than one hundred twenty percent (120%) of AMI.

(c) Unit Mix and Location

(i) OCII Affordable Project. The OCII Affordable Project shall include a minimum of twenty percent (20%) three-bedroom units, twenty-five percent (25%) two-bedroom units, and fifty-five percent (55%) one-bedroom units, as shown on Attachment 17. One- and two-bedroom units shall include a minimum of one bathroom; three-bedroom units shall include a minimum of one and one half bathrooms.

(ii) Developer Inclusionary Project. The unit mix in the Developer Inclusionary Project shall be as shown on Attachment 17. Of the units in the Developer Inclusionary Project, thirty-nine (39) units shall be distributed throughout Floors 7 -26 of the Tower, and forty-one (41) units shall be distributed on Floors 1-6 of the Tower and adjacent Townhomes, explicitly as shown in Attachment 17, Unit Mix and Location of Units.

(d) Comparability and Quality of Units

The units in the Affordable Projects shall be comparable in the number of bedrooms and overall quality of construction to the units in the Market-Rate Project. The interior features of the Affordable Housing Units need not be the same as or equivalent to those in the Market-Rate Project, as long as they are of good quality and are consistent with the then-current standards for new housing, as determined by OCII staff. Developer and Successor Agency's agreed-upon finishes and specifications for the Affordable Housing Units are detailed in Attachment 22, Comparability of Affordable Housing Units; the Successor Agency or its designee shall approve any material changes to these specifications. The categories of appliances installed in the units in the Affordable Projects shall match the categories of appliances installed in the units in the Market-Rate Project, excluding the penthouse units. For example, if the non-penthouse units in the Market-Rate Project have washer/dryer hook-ups, dishwashers, and refrigerators, then the units in the Affordable Projects shall have washer/dryer hook-ups, dishwashers, and refrigerators. In no event, however, must the appliances in the units in the Affordable Projects be of the same or comparable brands as the appliances in the units in the Market-Rate Project. The units in the Affordable Projects shall not be less than 575 square for a one-bedroom unit, 800 square feet for a two-bedroom unit, and 1,100 square feet for a three-bedroom unit.

(e) Parking

(i) OCII Affordable Project. Parking for the OCII Affordable Project shall be provided in the Garage, as defined in Section 9.06 and the Scope of Development, at a rate that is no less than one stall for every four residential units. In addition to the upfront purchase price for the Affordable Housing Units, parking spaces shall be made available to the buyers of the Affordable Housing Units for ongoing costs at a monthly below market cost that is the lesser of (1) one-half the current market rate for parking in the neighborhood or (2) the operating cost of the garage; provided, however, such parking spaces shall not be deeded spaces.

(ii) Developer Inclusionary Project. Parking for the Developer Inclusionary Project shall be provided in the Garage, as defined in Section 9.06 and the Scope of Development, at a ratio that is the same as the ratio of parking stalls to residential units for the Market-Rate Project. In no event, however, shall the ratio exceed one parking stall per residential unit. In addition to the upfront purchase price for the Affordable Housing Units, parking spaces shall be made available to the buyers of

the Affordable Housing Units at a monthly below market cost that is the lesser (1) one-half the current market rate for parking in the neighborhood or (2) the operating cost of the garage; provided, however, such parking spaces shall not be deeded spaces.

(f) Separate Homeowners Association

(i) The units in the Affordable Projects must be included in a single homeowners association, a sub-association, or other arrangement (the "**Affordable Projects HOA**"), subject to approval by the California Bureau of Real Estate ("**BRE**"), that, to the extent legally possible, limits the assessments for residents of the Affordable Projects and provides protection to these residents against excessive increases to these assessments by residents of the Market-Rate Project. The Developer's application to BRE for a Public Report shall include a budget providing that the Affordable Projects HOA assessments, upon initial occupancy of the Affordable Housing Units, shall not exceed $850.00 per month (exclusive of parking). The proposed homeowners association ("**HOA**") structure for the Project, which is subject to approval by BRE, is attached hereto as Attachment 19.

(ii) No later than the time specified in the Schedule of Performance, Attachment 5, Developer shall submit the following to the Successor Agency for review and approval:

(A) A "**Condominium Program**" for the Project that shall be based on the proposed structure in Attachment 19 and include all organizational documents required for issuance of a Final Public Report by BRE. The organizational documents shall include Covenants, Conditions and Restrictions ("**CC&Rs**"), a Tentative Map, and a Reciprocal Easement Agreement; and

(B) A copy of the Preliminary Public Report application to be submitted to BRE;

(C) A copy of the Conditional Public Report application to be submitted to BRE;

(D) A copy of the Final Public Report application to be submitted to BRE; and

(E) A copy of any revisions or resubmittals of any of the above items (A) through (D) to be resubmitted to BRE in response to comments from BRE.

(iii) To the extent permitted by BRE, Developer shall list Successor Agency as an interested party to receive all correspondence related to the materials submitted pursuant to subsection (ii), above. If not permitted by BRE, then Developer shall, within one (1) business day of receipt, provide to the Successor Agency a complete copy of any and all correspondence received from BRE concerning the materials submitted pursuant to subsection (ii), above.

(iv) If BRE rejects the Affordable Projects HOA assessments, determines that they are inadequate, or otherwise proposes changes that adversely affects the Affordable Projects HOA structure, the Developer shall, prior to responding to BRE concerns, meet and confer, and work in good faith, with the Successor Agency to resolve the BRE concerns in a manner that preserves, to the extent legally possible, the program for the Affordable Projects described in this Agreement, including the maximum Affordable Projects HOA assessments.

(v) This Agreement and the proposed structure in Attachment 19 establish a target maximum HOA dues of $850 per month (exclusive of parking) for each Affordable Housing Unit.

and provide residents of the Affordable Projects with the ability to control excessive assessments. In addition, Developer shall make a payment of $225,000.00 to the Successor Agency or its designee, within ninety (90) days of BRE approval of the Final Public Report, for the purpose of protecting the residents of the Affordable Housing Units from excessive and/or increasing HOA costs.

(g) Marketing and Occupancy Preferences

(i) The initial and subsequent resale of all Affordable Housing Units will be subject to the marketing obligations described in Attachment 20, Marketing Obligations, which include occupancy preferences for, among others, Certificate of Preference holders and Ellis Act Housing Preference holders, and other targeted populations.

(ii) Early Outreach Plan. No later than thirty (30) days after the Construction Commencement Date, the Developer shall submit to the Successor Agency for its review and approval an outreach plan for initial marketing of the Affordable Housing Units in compliance with the restrictions set forth in Attachment 20 and in form and substance acceptable to the Successor Agency.

(iii) Marketing Plan. No later than twelve (12) months prior to issuance of a Temporary C of O, the Developer shall submit to the Successor Agency for its review and approval a marketing plan for the sale of the BMR units ("**Marketing Plan**") in accordance with the requirements of Attachment 20.

(iv) Developer Marketing Assistance. No later than one hundred eighty (180) days prior to commencing sales of the Affordable Housing Units, Developer shall make a payment of Fifty-Two Thousand Dollars ($52,000.00) to the Successor Agency or its designee for the purpose of hiring additional staff or contractors to aid in the marketing, price setting, and approval of buyers for the Affordable Housing Units, which additional staff or contractors shall be solely dedicated to the sales of the Affordable Housing Units.

9.05 Shared Open Space and Amenities

Developer shall complete or cause to be completed the design and construction of the Shared Open Space and Amenities (as defined in Attachment 6, Scope of Development). Developer shall maintain or cause to be maintained the Shared Open Space and Amenities in compliance with the applicable laws of the State of California and the Ordinances and Regulations of the City and County of San Francisco. The ongoing operation and maintenance costs of the Shared Open Space and Amenities shall be allocated between the Market-Rate Project, the OCII Affordable Project and the Developer Inclusionary Project as described in Attachment 19, subject to approval by BRE. The Shared Open Space and Amenities shall be equally accessible to all residents of the Project and there shall be no fees required for use of the amenities by Project residents beyond HOA dues.

12.01 Indemnification

Developer shall indemnify, defend, and hold harmless the Indemnified Parties from and against any losses, costs, claims, damages, liabilities and causes of action (including reasonable attorney's fees and court costs) arising out of this Agreement, including with respect to any challenge to the entitlement of Developer to undertake the program described in the Scope of Development, or in any way connected with the death of or injury to any person or damage to any property occurring on or adjacent to the Site and directly or indirectly caused by any acts done thereon or any acts or omissions of Developer and its agents, employees or contractors; provided, however, that the foregoing indemnity shall not apply

to any losses, costs, claims, damages, liabilities or causes of action (including reasonable attorneys' fees and court costs) due primarily to the gross negligence or willful misconduct of the Indemnified Party seeking to be indemnified or its respective agents, employees or contractors. Developer's obligations under this Section 12.01 shall survive Successor Agency's recordation of the Final Certificate of Completion as to any acts or omissions occurring prior to such recordation.

ATTACHMENT 13

Successor Agency Equal Opportunity Program

Included in this Attachment 13:

A. Small Business Enterprise Agreement
B. Nondiscrimination in Contracts and Benefits
C. Minimum Compensation Policy
D. Healthcare Accountability Policy
E. Construction Workforce Agreement
F. First Source Hiring Agreement
G. Prevailing Wages

ATTACHMENT 13A

Small Business Enterprise Agreement

The company or entity executing this Small Business Enterprise Agreement, by and through its duly authorized representative, hereby agrees to use good faith efforts to comply with all of the following:

I. PURPOSE. The purpose of entering into this Small Business Enterprise Program agreement ("**SBE Program**") is to establish a set of Small Business Enterprise ("SBE") participation goals and good faith efforts designed to ensure that monies are spent in a manner which provides SBEs with an opportunity to compete for and participate in contracts by or at the behest of the Successor Agency to the San Francisco Redevelopment Agency ("**Agency**") and/or the Agency-Assisted Contractor. A genuine effort will be made to give First Consideration to Project Area SBEs and San Francisco-based SBEs before looking outside of San Francisco.

II. APPLICATION. The SBE Program applies to all Contractors and their subcontractors seeking work on Agency-Assisted Projects on or after November 17, 2004 and any Amendment to a Pre-existing Contract**.**

III. GOALS. The Agency's SBE Participation Goals are:

CONSTRUCTION	**50%**
PROFESSIONAL SERVICES	**50%**
SUPPLIERS	**50%**

IV. TRAINEE HIRING GOAL. In addition to the goals set forth above in Section III, there is a trainee hiring goal for all design professionals (architects, engineers, planners, and environmental consultants) on contracts or subcontracts over $100,000. The trainee hiring goal requires architects, engineers and other design professionals only to hire qualified San Francisco residents as trainees. The trainee hiring goal is based upon the total amount of the design professional's contract as follows:

Trainees	**Design Professional Fees**
0	$ 0 – $99,000
1	$ 100,000 – $249,999
2	$ 250,000 – $499,999
3	$ 500,000 – $999,999
4	$1,000,000 – $1,499,999
5	$1,500,000 – $1,999,999
6	$2,000,000 - $4,999,999
7	$5,000,000 - $7,999,999
8	$8,000,000 – or more

A. Procedures For Trainee Hires

A. Compliance with the Trainee Hiring Goal

Design professionals will be deemed in compliance with this Agreement by meeting or exceeding the trainee hiring goal or by take the following steps in good faith towards compliance.

B. Execution and Incorporation of this Agreement to Sub-agreements

The Agency-Assisted Contractor shall execute this Agreement and shall incorporate by reference or attach this Agreement to its contract(s) with the architects, engineers and other design professionals. Thus, each design professional (regardless of tier) will be obligated to comply with the terms of this Agreement. The Agency-Assisted Contractor and/or the design professionals shall retain the executed Agreements and make them available to the Agency Compliance Officer upon request.

C. Contact Educational Institutions

Each design professional shall call the City and County of San Francisco Office of Economic and Workforce Development (OEWD) or educational institution(s) and request referrals for the required trainee positions. The request will indicate generally: (1) the number of trainees sought; (2) the required skills set (keeping in mind that these are trainee positions); (3) a brief description of job duties; (4) the duration of the trainee period; and (5) any other information that would be helpful or necessary for the educational institution or OEWD to make the referral. The minimum duration of assignment is part-time for one semester. However, design professionals are strongly encouraged to offer longer trainee employment periods to allow a more meaningful learning experience. (For example, a half-time or full-time assignment over the summer.) Although the initial contact shall be made by phone, the educational institution(s) or OEWD may require the design professionals to send a confirming letter or complete its form(s). Each design professional is required to timely provide all of the information requested by the OEWD or educational institution(s) in order to get the referrals.

D. Response from Educational Institutions

Each educational institution may have a different way of referring applicants, such as: sending resumes directly to the design professional; having the applicant contact the design professional by phone; require design professionals to conduct on-campus interviews; or some other method. The timing and method of the response will normally be discussed with the design professional during the initial phone request. The design professional is required to follow the process set by the educational institution(s) in order to get the referrals.

E. Action by Design Professionals When Referrals Available

The design professional shall interview each applicant prior to making the decision to hire or not to hire. The design professional shall make the final determination whether the applicant is qualified for the trainee position and the ultimate hiring decision. The Agency strongly encourages the design professional to hire a qualified San Francisco resident referred by the educational institution(s). The design professional shall notify the educational institution in writing of the hiring decision.

F. Action by Design Professionals When Referrals Unavailable

If after contacting two or more educational institutions the design professional is informed that no San Francisco residents are currently available, then the design professional should wait thirty (30) days and contact the educational institutions a second time to inquire whether qualified San Francisco residents are currently available for hire as trainees. If no qualified San Francisco residents are currently available after the second request, then the design professional has fulfilled its obligation under this Agreement, provided that the design professional has acted in good faith. The design professional must retain its file on all of the steps it took to comply with this Section IV and submit a copy of its file to the Agency Compliance Officer upon request.

G. Action by Design Professional When No Response From Educational Institutions

If a design professional has not received a response to its request for referrals from any of the educational institutions within five (5) business days after the design professional has fully complied with the procedures, if any, set by the educational institution(s) for obtaining referrals, then the design professional should immediately advise the Agency Compliance Officer by phone, fax or email. The Agency Compliance Officer or his/her designee shall cause the educational institution(s) to respond to the design professional within five (5) business days of the Agency Compliance Officer being notified. If the design professional still has not received a response from the educational institution(s) after this additional five (5) business day period has run, then the design professional has fulfilled its obligation under this Section IV, provided that the design professional has acted in good faith. Each design professional must retain its file on all of the steps it took to comply with this Agreement and submit a copy of its file to the Agency Compliance Officer upon request.

H. Termination of Trainee for Cause

If at any time during the Term, it becomes necessary to terminate for cause a trainee who was hired under this Agreement and the design professional has not met the minimum duration requirements under this policy, then the design professional shall hire a new trainee by following the process set forth above.

B. Reporting Requirements For Trainee Hires

1. **Reporting**

Upon completion of the Term of the Agreement or the term of the design professional's contract with the Agency-Assisted Contractor, whichever is less, the design professional (i.e. Employer) shall fax or email a report to the Agency Compliance Officer stating in detail: (1) the names of the San Francisco resident(s) interviewed for trainee positions; (2) the date(s) of each interview; (3) the reasons for not hiring the San Francisco resident(s) interviewed; (4) the name, address, gender and racial/ethnic background of the successful candidate for the trainee position; and (5) the number of San Francisco residents hired as trainees.

2. **Report on Terminations**

In the event a San Francisco resident hired pursuant to this Agreement is terminated for cause, the responsible design professional shall within five (5) days fax or email a termination report to the Agency Compliance Officer stating in detail: (1) the name of the trainee(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); and (4) whether the design professional replaced the trainee(s).

V. TERM. The obligations of the Agency-Assisted Contractor and/or Contractor(s) with respect to SBE Program shall remain in effect until completion of all work to be performed by the Agency-Assisted Contractor in connection with the original construction of the site and any tenant improvements on the site performed by or at the behest of the Agency-Assisted Contractor unless another term is specified in the Agency-Assisted Contract or Contract.

VI. FIRST CONSIDERATION. First consideration will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: (1) Project Area SBEs, (2) San Francisco-based SBEs (outside an Agency Project or Survey Area, but within San Francisco), and (3) Non-San Francisco-based SBEs. Non-San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs.

VII. ASSOCIATIONS AND JOINT VENTURES (JV). OCII will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, OCII will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:

- Define the management of the agreement between the parties;
- Define the technical and managerial responsibilities of each party;
- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying OCII of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to OCII for approval in order for the JV or Association to be recognized.

VIII. CERTIFICATION. The Agency no longer certifies SBEs but instead relies on the information provided in other public entities' business certifications to establish eligibility for the Agency's program. Only businesses certified by the Agency as SBEs whose certification has not expired and economically disadvantaged businesses that meet the Agency's SBE Certification Criteria will be counted toward meeting the participation goals. The SBE Certification Criteria are set forth in the SBE Policy.

IX. INCORPORATION. Each contract between the Agency, Agency-Assisted Contractor or Contractor on the one hand, and any subcontractor on the other hand, shall physically incorporate as an attachment or exhibit and make binding on the parties to that contract, a true and correct copy of this SBE Agreement.

X. DEFINITIONS. Capitalized terms not otherwise specifically defined in this SBE Agreement have the meaning set forth in the Agency's SBE Policy adopted on November 16, 2004 and amended on July 21, 2009 ("**Policy**") or as defined in the Agency-Assisted Contract or Contract. In the event of a conflict in the meaning of a defined term, the SBE Policy shall govern over the Agency-Assisted Contract or Contract which in turn shall govern over this SBE Agreement.

Affiliates means an affiliation with another business concern is based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business.

Agency-Assisted Contract means, as applicable, the Development and Disposition Agreement ("**DDA**"), Land Disposition Agreement ("**LDA**"), Lease, Loan and Grant Agreements, and other similar contracts, and agreement that the Agency executed with for-profit or non-profit entities.

Agency-Assisted Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed an Agency-Assisted Contract.

Agency Contract means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that the Agency executes with for-profit or non-profit entities.

Amendment to a Pre-existing Contract means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy ("SBE Policy") takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

Annual Receipts means "total income" (or in the case of a sole proprietorship, "gross income") plus "cost of goods sold" as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee-based costs such as payroll taxes, may not be excluded from receipts. Receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts. If a concern has not been in business for three (3) years, the average weekly revenue for the number of weeks the concern has been in business is multiplied by 52 to determine its average annual receipts.

Arbitration Party means all persons and entities who attend the arbitration hearing pursuant to Section XIII, as well as those persons and entities who are subject to a default award provided that all of the requirements in Section XIII.L. have been met.

Association means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Commercially Useful Function means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco ("City") as required by the solicitation or request for quotes, bids

or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are required and sought by the Agency.

Contract means any agreement between the Agency and a person(s), firm, partnership, corporation, or combination thereof, to provide or procure labor, supplies or services to, for, or on behalf of the Agency.

Contractor means any person(s), firm, partnership, corporation, or combination thereof, who is negotiating or has executed a Contract.

Joint Venture means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by Section VII and be subject to OCII approval.

Non-San Francisco-based Small Business Enterprise means a SBE that has fixed offices located outside the geographical boundaries of the City.

Office" or "Offices means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an "office" under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an "office." The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an "as needed" basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective SBE, the business must submit property tax or a deed documenting ownership of the office.

Project Area Small Business Enterprise means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of a Redevelopment Project or Survey Area where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a Project Area or Survey Area business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in a Project Area or Survey Area for at least six months preceding its application for certification as a SBE; and (e) has a Project Area or Survey Area office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers of residential addresses alone shall not suffice to establish a firms' location in a Project Area or Survey Area.

Project Area means an area of San Francisco that meets the requirements under Community Redevelopment Law, Health and Safety Code Section 33320.1. These areas currently include the Bayview Industrial Triangle, Bayview Hunters Point (Area B), Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, and Transbay.

San Francisco-based Small Business Enterprise means a SBE that: (a) has fixed offices located within the geographical boundaries of the City where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a San Francisco business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in the City for at least six months preceding its application for certification as a SBE; and (e) has a San Francisco office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

Small Business Enterprise (SBE) means an economically disadvantaged business that: is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; has average gross annual receipts in the three years immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	$20,000,000
Specialty Construction Contractors	$14,000,000
Suppliers (goods/materials/ equipment and general services)	$10,000,000
Professional Services	$2,500,000
Trucking	$3,500,000

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I of the SBE Policy in order to be considered an SBE by the Agency.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm's three most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm's three year average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

Once a business reaches the 3-year average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

Specialty Construction Contractor means a contractor licensed by the Contractors State License Board under the "C" classification license pursuant to California Business and Professions Code Section 7058.

Survey Area means an area of San Francisco that meets the requirements of the Community Redevelopment Law, Health and Safety Code Section 33310. These areas currently include the Bayview Hunters Point Redevelopment Survey Area C.

XI. GOOD FAITH EFFORTS TO MEET SBE GOALS Compliance with the following steps will be the basis for determining if the Agency-Assisted Contractor and/or Consultant has made good faith efforts to meet the goals for SBEs:

A. Outreach. Not less than 30 days prior to the opening of bids or the selection of contractors, the Agency-Assisted Contractor or Contractor shall:

1. **Advertise**. Advertise for SBEs interested in competing for the contract, in general circulation media, trade association publications, including timely use of the ***Bid and Contract Opportunities*** newsletter published by the City and County of San Francisco Purchasing Department and media focused specifically on SBE businesses such as the ***Small Business Exchange***, of the opportunity to submit bids or proposals and to attend a pre-bid meeting to learn about contracting opportunities.

2. **Request List of SBEs**. Request from the Agency's Contract Compliance Department a list of all known SBEs in the pertinent field(s), particularly those in the Project and Survey Areas and provide written notice to all of them of the opportunity to bid for contracts and to attend a pre-bid or pre-solicitation meeting to learn about contracting opportunities.

B. Pre-Solicitation Meeting. For construction contracts estimated to cost $5,000 or more, hold a pre-bid meeting for all interested contractors not less than 15 days prior to the opening of bids or the selection of contractors for the purpose answering questions about the selection process and the specifications and requirements. Representatives of the Contract Compliance Department will also participate.

C. Follow-up. Follow up initial solicitations of interest by contacting the SBEs to determine with certainty whether the enterprises are interested in performing specific items involved in work.

D. Subdivide Work. Divide, to the greatest extent feasible, the contract work into small units to facilitate SBE participation, including, where feasible, offering items of the contract work which the Contractor would normally perform itself.

E. **Provide Timely and Complete Information**. The Agency-Assisted Contractor or Contractor shall provide SBEs with complete, adequate and ongoing information about the plans, specifications and requirements of construction work, service work and material supply work. This paragraph does not require the Agency-Assisted Contractor or Contractor to give SBEs any information not provided to other contractors. This paragraph does require the Agency Assisted Contractor and Contractor to answer carefully and completely all reasonable questions asked by SBEs and to undertake every good faith effort to ensure that SBEs understand the nature and the scope of the work.

F. **Good Faith Negotiations.** Negotiate with SBEs in good faith and demonstrate that SBEs were not rejected as unqualified without sound reasons based on a thorough investigation of their capacities.

G. **Bid Shopping Prohibited.** Prohibit the shopping of the bids. Where the Agency-Assisted Contractor or Contractor learns that bid shopping has occurred, it shall treat such bid shopping as a material breach of contract.

H. **Other Assistance.** Assist SBEs in their efforts to obtain bonds, lines of credit and insurance. (Note that the Agency has a Surety Bond Program that may assist SBEs in obtaining necessary bonding.) The Agency-Assisted Contractor or Contractor(s) shall require no more stringent bond or insurance standards of SBEs than required of other business enterprises.

I. **Delivery Scheduling.** Establish delivery schedules which encourage participation of SBEs.

J. **Utilize SBEs as Lower Tier Subcontractors**. The Agency-Assisted Contractor and its Contractor(s) shall encourage and assist higher tier subcontractors in undertaking good faith efforts to utilize SBEs as lower tier subcontractors.

K. **Maximize Outreach Resources.** Use the services of SBE associations, federal, state and local SBE assistance offices and other organizations that provide assistance in the recruitment and placement of SBEs, including the Small Business Administration and the Business Development Agency of the Department of Commerce. However, only SBEs certified by the Agency shall count towards meeting the participation goal.

L. **Replacement of SBE.** If during the term of this SBE Agreement, it becomes necessary to replace any subcontractor or supplier, the Agency's Contract Compliance Specialist should be notified prior to replacement due to the failure or inability of the subcontractor or supplier to perform the required services or timely delivery the required supplies, then First Consideration should be given to a certified SBE, if available, as a replacement.

XII. ADDITIONAL PROVISIONS

A. **No Retaliation.** No employee shall be discharged or in any other manner discriminated against by the Agency-Assisted Contractor or Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to enforcement of this Agreement.

B. **No Discrimination.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) in the performance of an Agency-Assisted Contract or Contract. The Agency-Assisted Contractor or Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status) or other protected class status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and provision of any services or accommodations.

C. **Compliance with Prompt Payment Statute.** Construction contracts and subcontracts awarded for $5,000 or more shall contain the following provision:

> "Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor, pursuant to California Business and Professions Code Section 7108.5 *et seq*. Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity."

In addition to and not in contradiction to the Prompt Payment Statute (California Business and Professions Code Section 7108.5 *et seq*.), if a dispute arises which would allow a Contractor to withhold payment to a subcontractor due to a dispute, the Contractor shall only withhold that amount which directly relates to the dispute and shall promptly pay the remaining undisputed amount, if any.

D. **Submission Of Electronic Certified Payrolls**. For any Agency-Assisted Contract which requires the submission of certified payroll reports, the requirements of Section VII of the Agency's Small Business Enterprise Policy shall apply. Please see the Small Business Enterprise Policy for more details.

XIII. PROCEDURES

A. **Notice to Agency**. The Agency-Assisted Contractor or Contractor(s) shall provide the Agency with the following information within 10 days of awarding a contract or selecting subconsultant:

1. the nature of the contract, e.g. type and scope of work to be performed;
2. the dollar amount of the contract;
3. the name, address, license number, gender and ethnicity of the person to whom the contract was awarded; And
4. SBE status of each subcontractor or subconsultant.

B. **Affidavit**. If the Agency-Assisted Contractor or Contractor(s) contend that the contract has been awarded to a SBE, the Agency-Assisted Contractor or Contractor(s) shall, at the same time also submit to the Agency a SBE Application for Certification and its accompanying Affidavit completed by the SBE owner. However, a SBE that was previously certified by the Agency shall submit only the short SBE Eligibility Statement.

C. **Good Faith Documentation**. If the 50% SBE Participation Goals are not met in each category (Construction, Professional Services and Suppliers), the Agency-Assisted Contractor or Contractor(s) shall meet and confer with the Agency at a date and time set by the Agency. If the issue of the Agency-Assisted Contractor's or Contractor's good faith efforts is not resolved at this meeting, the Agency-Assisted Contractor or Contractor shall submit to the Agency within five (5) days, a declaration under penalty of perjury containing the following documentation with respect to the good faith efforts ("**Submission**"):

1. A report showing the responses, rejections, proposals and bids (including the amount of the bid) received from SBEs, including the date each response, proposal or bid was received. This report shall indicate the action taken by the Agency-Assisted Contractor or Contractor(s) in response to each proposal or bid received from SBEs, including the reasons(s) for any rejections.

2. A report showing the date that the bid was received, the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the non-SBE contractor who was selected submitted more than one bid, the amount of each bid and the date that each bid was received shall be shown in the report. If the bidder asserts that there were reasons other than the respective amounts bid for not awarding the contract to an SBE, the report shall also contain an explanation of these reasons.

3. Documentation of advertising for and contacts with SBEs, contractor associations or development centers, or any other agency which disseminates bid and contract information to small business enterprises.

4. Copies of initial and follow-up correspondence with SBEs, contractor associations and other agencies, which assist SBEs.

5. A description of the assistance provided SBE firms relative to obtaining and explaining plans, specifications and contract requirements.

6. A description of the assistance provided to SBEs with respect to bonding, lines of credit, etc.

7. A description of efforts to negotiate or a statement of the reasons for not negotiating with SBEs.

8. A description of any divisions of work undertaken to facilitate SBE participation.

9. Documentation of efforts undertaken to encourage subcontractors to obtain small business enterprise participation at a lower tier.

10. A report which shows for each private project and each public project (without a SBE program) undertaken by the bidder in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars awarded to SBEs and the percentage of contract dollars awarded to non-SBEs.

11. Documentation of any other efforts undertaken to encourage participation by small business enterprises.

D. Presumption of Good Faith Efforts. If the Agency-Assisted Contractor or Contractor(s) achieves the Participation Goals, it will not be required to submit Good Faith Effort documentation.

E. Waiver. Any of the SBE requirements may be waived if the Agency determines that a specific requirement is not relevant to the particular situation at issue, that SBEs were not available, or that SBEs were charging an unreasonable price.

F. SBE Determination. The Agency shall exercise its reasonable judgment in determining whether a business, whose name is submitted by the Agency-Assisted Contractor or Contractor(s) as a SBE, is owned and controlled by a SBE. A firm's appearance in any of the Agency's current directories will be considered by the Agency as prima facie evidence that the firm is a SBE. Where the Agency-Assisted Contractor or Contractor(s) makes a submission the Agency shall make a determination, as to whether or not a business which the Agency-Assisted Contractor or Contractor(s) claims is a SBE is in fact owned and controlled by San Francisco-based SBEs. If the Agency determines that the business is not a SBE, the Agency shall give the Agency-Assisted Contractor or Contractor a Notice of Non-Qualification and provide the Agency-Assisted Contractor or Contractor with a reasonable period (not to exceed 20 days) in which to meet with the Agency and if necessary make a Submission, concerning its good faith efforts. If the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to Section XIII.

G. Agency Investigation. Where the Agency-Assisted Contractor or Contractor makes a Submission and, as a result, the Agency has cause to believe that the Agency-Assisted Contractor or Contractor has failed to undertake good faith efforts, the Agency shall conduct an investigation, and after affording the Agency-Assisted Contractor or Contractor notice and an opportunity to be heard, shall recommend such remedies and sanctions as it deems necessary to correct any alleged violation(s). The Agency shall give the Agency-Assisted Contractor or Contractor a written Notice of Non-Compliance setting forth its findings and recommendations. If the Agency-Assisted Contractor or Contractor disagrees with the findings and recommendations of the Agency as set forth in the Notice of Non-Compliance, the Agency-Assisted Contractor or Contractor may request arbitration pursuant to this SBE Agreement.

XIV. ARBITRATION OF DISPUTES.

A. Arbitration by AAA. Any dispute regarding this SBE Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. Demand for Arbitration. Where the Agency-Assisted Contractor or Contractor disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Agency-Assisted Contractor or Contractor shall have seven (7) business days, in which to file a Demand for Arbitration,** unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying any entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Agency-Assisted Contractor and Contractor fail to file a timely Demand for Arbitration, the Agency-Assisted Contractor and Contractor shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. Parties' Participation. The Agency and all persons or entities who have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration Party, provided however, that the Agency-Assisted Contractor or Contractor made an initial timely Demand for Arbitration pursuant to Section XIII.B. above.

D. Agency Request to AAA. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. Selection of Arbitrator. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. Setting of Arbitration Hearing. A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. Discovery. In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. Burden of Proof. The burden of proof with respect to SBE status and/or Good Faith Efforts shall be on the Agency-Assisted Contractor and/or Contractor. The burden of proof as to all other alleged breaches by the Agency-Assisted Contractor and/or Contractor shall be on the Agency.

I. California Law Applies. Except where expressly stated to the contrary in this SBE Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. Arbitration Remedies and Sanctions. The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Agency-Assisted Contract or this SBE Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Agency-Assisted Contract or this SBE Agreement, other than those minor modifications or extensions necessary to enable compliance with this SBE Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the SBE Program requirements in the Agency-Assisted Contract or this SBE Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this SBE Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed

for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. Arbitrator's Decision. The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. Default Award; No Requirement to Seek an Order Compelling Arbitration. The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. Arbitrator Lacks Power to Modify. Except as otherwise provided, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Agency-Assisted Contract, this SBE Agreement or any other agreement between the Agency, the Agency-Assisted Contractor or Contractor or to negotiate new agreements or provisions between the parties.

N. Jurisdiction/Entry of Judgment. The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

O. Exculpatory Clause. Agency-Assisted Contractor or Contractor (regardless of tier) expressly waive any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Agency-Assisted Contractor or Contractor (regardless of tier) acknowledge and agree that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this SBE Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. Severability. The provisions of this SBE Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this SBE Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this SBE Agreement or the validity of their application to other persons or circumstances.

Q. Arbitration Notice: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ _____

Agency Agency-Assisted Contractor

XV. AGREEMENT EXECUTION

I, hereby certify that I have authority to execute this SBE Agreement on behalf of the business, organization or entity listed below and that it will use good faith efforts to comply with the Agency's 50% SBE Participation Goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

_____ _____

Signature Date

_____ _____

Print Your Name Title

_____

Company Name and Phone Number

ATTACHMENT 13B

Nondiscrimination in Contracts and Benefits
Instructions

A. What is the Nondiscrimination in Contracts Policy?

The Successor Agency to the San Francisco Redevelopment Agency's Nondiscrimination in Contracts Policy (Policy) requires companies or organizations providing products or services to, or leasing a real property from, the Successor Agency to agree not to discriminate against groups who are protected from discrimination under the Policy, and to include a similar provision in subcontracts and other agreements. Those provisions are the subjects of this form. The Policy is posted on the Web at: www.sfocii.org.

If you do not comply with the Policy, the Successor Agency cannot do business with you, except under certain very limited circumstances.

B. What Successor Agency contracts are covered by the Policy?

- Contracts or purchase orders where the Successor Agency purchases products, services or construction with contractors/vendors whose total amount of business with the Successor Agency exceeds a cumulative amount of $5,000 in a 12-month period.
- Leases of property owned by the Successor Agency for a term of 30 days or more. In these cases, the Successor Agency is the landlord. The Policy also applies to leases for a term of 30 days or more where the Successor Agency is the tenant.

C. What are the groups protected from discrimination under the Policy?

You may not discriminate against:

- your employees
- an applicant for employment
- any employee of the Successor Agency or the City and County of San Francisco
- a member of the public having contact with you.

D. What are prohibited types of discrimination?

You may not discriminate against the specified groups for the following reasons (see Question 1a on the declaration form).

- Race
- creed
- ancestry
- age
- sexual orientation
- marital status
- disability
- color
- religion
- national origin
- sex
- gender identity
- domestic partner status
- AIDS/HIV status

In the provision of benefits, you also may not discriminate between employees with spouses and employees with domestic partners, or between the spouses and domestic partners of employees, subject to the conditions listed in F.2 below.

E. How are subcontracts affected?

For any subcontract, sublease, or other subordinate agreement you enter into which is related to a contract you have with the Successor Agency, you must include a nondiscrimination provision (See Question 1b on the Declaration Form). The subcontracting provision need not include nondiscrimination in benefits as part of the nondiscrimination requirements. If you're unsure whether a contract qualifies as a subcontract, contact the Successor Agency division administering your contract with the Successor Agency. "Subcontract" also includes any subcontract of your subcontractor for performance of 10% or more of the subcontract.

F. Nondiscrimination in benefits for spouses and domestic partners

1. Who are domestic partners?

If your employee and another person are currently registered as domestic partners with a state, county or city that authorizes such registration, then those two people are domestic partners. It doesn't matter where the domestic partners now live or whether they are a same-sex couple or an opposite sex couple. A company/organization may also institute its own domestic partnership registry (contact the Successor Agency for more information).

2. What is nondiscrimination in benefits?

You must provide the same benefits to employees with spouses and employees with domestic partners, and to spouses and domestic partners of employees, subject to the following qualifications (See Question 2c on the Declaration Form).

- If your cost of providing a benefit for an employee with a domestic partner exceeds that of providing it for an employee with a spouse, or vice versa, you may require the employee to pay the excess cost.
- If you are unable to provide the same benefits, despite taking all reasonable measures to do so, you must provide the employee with a cash equivalent. This qualification is intended to address situations where your benefits provider will not provide equal benefits and you are unable to find an alternative source or state or federal law prohibit the provision of equal benefits. (See Question 2d on the Declaration form).
- The Policy does not require any benefits be offered to spouses or domestic partners. It does require, however, that whatever benefits are offered to spouses be offered equally to domestic partners, and vice versa.

3. Examples of benefits

The law is intended to apply to all benefits offered to employees with spouses and employees with domestic partners. A sample list appears in Question 2c on the Declaration Form.

G. <u>Form required</u>

Complete the Declaration Form to tell the Successor Agency whether you comply with the Policy. All parties to a Joint Venture must submit separate Declarations.

Please submit an original of the Declaration Form and keep a copy for your records. If an Successor Agency division should ask you to complete the form again, you may submit a copy of the form you originally submitted (if the information has not changed), unless you are advised otherwise.

H. <u>Attachments</u>

If you provide equal benefits, as indicated by your answers to Question 2c on the Declaration form, **YOU MUST ATTACH DOCUMENTATION TO THIS FORM,** unless such documentation does not exist. See item 3, "Documentation for Nondiscrimination in Benefits." If documentation does not exist, attach an explanation (e.g., some of your policies are unwritten).

I. <u>If your answers change</u>

If, after you submit the Declaration, your company/organization's nondiscrimination policy or benefits change such that the information you provided to the Successor Agency is no longer accurate, you must advise the Successor Agency promptly by submitting a new Declaration

Nondiscrimination in Contracts and Benefits – Declaration Form

Section A

Is your company/organization currently certified by the City and County of San Francisco in compliance with Administrative Code 12B Equal Benefits Ordinance and will your company/organization ensure nondiscrimination in contracts and benefits pursuant to 12B on Office of Community Investment and Infrastructure (OCII) contracts? If yes, please indicate below, skip Section B, and execute the Declaration in Section C. If no, please skip this Section A and complete Sections B and C below.

☐ My company/organization is certified and compliant with the 12B Equal Benefits Ordinance of the City and County of San Francisco and there has been no change in our 12B Declaration since certification. My company/organization agrees to ensure nondiscrimination in contracts and benefits pursuant to 12B on OCII contracts. (Please check box to affirm, if applicable)

Section B

1. Nondiscrimination—Protected Classes

a. Is it your company/organization's policy that you will not discriminate against your employees, applicants for employment, employees of the Office of Community Investment and Infrastructure (successor to the San Francisco Redevelopment Agency) (Agency), or City and County of San Francisco (City), or members of the public for the following reasons:

• Race	❑ Yes	❑ No
• color	❑ Yes	❑ No
• Creed	❑ Yes	❑ No
• Religion	❑ Yes	❑ No
• ancestry	❑ Yes	❑ No
• national origin	❑ Yes	❑ No
• Age	❑ Yes	❑ No
• sex	❑ Yes	❑ No
• sexual orientation	❑ Yes	❑ No
• gender identity	❑ Yes	❑ No
• marital status	❑ Yes	❑ No
• domestic partner status	❑ Yes	❑ No
• Disability	❑ Yes	❑ No
• AIDS or HIV status	❑ Yes	❑ No

b. Do you agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract that you have with the Agency or the City?

❑ Yes ❑ No

If you answered "no" to any part of Question 1a or 1b, the Agency or the City cannot do business with you.

2. Nondiscrimination—Equal Benefits (Question 2 does not apply to subcontracts or subcontractors)

a. Do you provide, or offer access to, any benefits to employees with spouses or to spouses of employees?

❑ Yes ❑ No

b. Do you provide, or offer access to, any benefits to employees with domestic partners (Partners) or to domestic partners of employees?

❑ Yes ❑ No

If you answered "no" to both Questions 2a and 2b, skip 2c and 2d, and sign, date and return this form. If you answered "yes" to Question 2a or 2b, continue to 2c.

c. If "yes," please indicate which ones. This list is not intended to be exhaustive. Please list any other benefits you provide (even if the employer does not pay for them).

Benefit	Yes, for Spouses	Yes, for Partners	No
• Medical (health, dental, vision)	❑	❑	❑
• Pension	❑	❑	❑
• Bereavement	❑	❑	❑
• Family leave	❑	❑	❑
• Parental leave	❑	❑	❑
• Employee assistance programs	❑	❑	❑
• Relocation and travel	❑	❑	❑
• Company discounts, facilities, events	❑	❑	❑
• Credit union	❑	❑	❑
• Child care	❑	❑	❑
• Other _____	❑	❑	❑
• Other _____	❑	❑	❑

d. If you answered "yes" to Question 2a or 2b, and in 2c indicated that you do not provide equal benefits, you may still comply with the Policy if you have taken all reasonable measures to end discrimination in benefits, have been unable to do so, and now provide employees with a cash equivalent.

(1) Have you taken all reasonable measures? ❑ Yes ❑ No

(2) Do you provide a cash equivalent? ❑ Yes ❑ No

3. Documentation for Nondiscrimination in Benefits (Questions 2c and 2d only)

If you answered "yes" to any part of Question 2c or Question 2d, you must attach to this form those provisions of insurance policies, personnel policies, or other documents you have which verify your compliance with Question 2c or Question 2d. Please include the policy sections that list the benefits for which you indicated "yes" in Question 2c. If documentation does not exist, attach an explanation, e.g., some of your personnel policies are unwritten. If you answered "yes" to Question 2d(1) complete and attach form SFRA/CC-103, "Nondiscrimination in Benefits—Reasonable Measures Affidavit," which is available from the Agency. You need not document your "yes" answer to Question 1a or Question 1b.

Section C

I declare (or certify) under penalty of perjury that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____, _____.
(City) (State)

Name of Company/Organization: _____

Doing Business As (DBA): _____

Also Known As (AKA): _____

General Address: _____

Remittance Address (if different from above): _____

Name of Signatory: _____ Title: _____
(Please Print)

Signature: _____

Phone Number: _____ Federal Tax Identification Number: _____

Approximate number of employees in the U.S.:_____ Vendor Number:_____
(if known)

❑ Check here if your address has changed.

❑ Check here if your organization is a non-profit.

ATTACHMENT 13C

Minimum Compensation Policy Declaration

What the Policy does. The Office of Community Investment and Infrastructure (OCII) (Successor Agency to the San Francisco Redevelopment Agency) adopted the Minimum Compensation Policy (MCP), which became effective on September 25, 2001. The MCP requires contractors and subcontractors to provide the following to their employees covered by the MCP on OCII contracts and subcontracts for services: for Commercial Business MCP the wage rate is $13.34 per hour effective January 1, 2016; for Nonprofit MCP the wage rate is $12.25 per hour effective May 1, 2015 and $13.00 per hour effective July 1, 2016. The Minimum Compensation rate is adjusted on January 1 each year. In addition, 12 paid days off per year (or cash equivalent) and 10 days off without pay per year shall be offered.

The OCII may require contractors to submit reports on the number of employees affected by the MCP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the MCP will have the following effect:

- in each contract, the contractor will agree to abide by the MCP and to provide its employees the minimum benefits the MCP requires, and to require its subcontractors subject to the MCP to do the same.

- if a contractor does not provide the MCP minimum benefits, OCII can award a contract to that contractor only if the contract is exempt under the MCP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the MCP to your covered employees, and will ensure that your subcontractors also subject to the MCP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the MCP, available from the OCII's Contract Compliance Department at (415) 749-2400 or http://www.sfocii.org/index.aspx?page=126.

Routing. Return this form to: Contract Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the MCP to our covered employees, and will ensure that our subcontractors also subject to the MCP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

_____ _____

Signature Date

_____

Print Name

_____ _____

Company Name Phone

ATTACHMENT 13D

Health Care Accountability Policy (HCAP) Declaration

What the Policy does. The Office of Community Investment and Infrastructure ("OCII") (as Successor Agency to the Redevelopment Agency) adopted the San Francisco Health Care Accountability Policy (the "HCAP"), which became effective on September 25, 2001. The HCAP requires contractors and subcontractors that provide services to OCII, contractors and subcontractors that enter into leases with OCII, and parties providing services to tenants and sub-tenants on OCII property to choose between offering health plan benefits to their employees or making payments to OCII or directly to their employees.

Specifically, contractors can either: (1) offer the employee minimum standard health plan benefits approved by the OCII Commission; (2) pay OCII $4.50 per hour for each hour the employee works on the covered contract or subcontract or on property covered by a lease (but not to exceed $180 in any week) and OCII will appropriate the money for staffing and other resources to provide medical care for the uninsured (rates and amounts effective July 1, 2015 and subject to annual change).

The OCII may require contractors to submit reports on the number of employees affected by the HCAP.

Effect on OCII contracting. For contracts and amendments signed on or after September 25, 2001, the HCAP will have the following effect:

- in each contract, the contractor will agree to abide by the HCAP and to provide its employees the minimum benefits the HCAP requires, and to require its subcontractors to do the same.

- if a contractor does not provide the HCAP's minimum benefits, OCII can award a contract to that contractor **only if** the contract is exempt under the HCAP, or if the contract has received a waiver from OCII.

What this form does. Your signed declaration will help OCII's contracting practice. Sign this form if you can assure OCII that, beginning with the first OCII's contract or amendment you receive after September 25, 2001 and until further notice, you will provide the minimum benefit levels specified in the HCAP to your covered employees, and will ensure that your subcontractors also subject to the HCAP do the same.

If you cannot make this assurance now, please do not return this form.

For more information, please see the complete text of the HCAP, available from the OCII's Contract Compliance Department at: (415) 749-2400 or http://www.sfocii.org/index.aspx?page=126.

Routing. Return this form to: Contact Compliance Department, Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency), 1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103.

Declaration

Effective with the first OCII contract or amendment this company receives on or after September 25, 2001, this company will provide the minimum benefit levels specified in the HCAP to our covered employees, and will ensure that our subcontractors also subject to the HCAP do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

_____ _____

Signature Date

_____

Print Name

_____ _____

Company Name Phone

ATTACHMENT 13E

Construction Workforce Agreement

I. PURPOSE. This Agreement is entered into between the Office of Community Investment and Infrastructure as Successor Agency to the San Francisco Redevelopment Agency ("OCII" or "Agency"), and Block 1 Property Holder L.P., a Delaware limited partnership (hereinafter "Owner") for the purposes of ensuring participation of San Francisco residents and equal employment opportunities. . OCII may enter into an agreement with the Workforce Development Division of the San Francisco Office of Economic and Workforce Development ("OEWD") to implement and monitor compliance with the Construction Workforce Agreement (the "Agreement").

II. DEFINITIONS.

The following definitions apply to this Agreement.

A. "CityBuild" means the construction employment program of the Workforce Development Division of the San Francisco Office of Economic and Workforce Development (OEWD).

B. "Contract" means any agreement in excess of $10,000 between the Owner, its Contractors and a person to provide or procure labor, materials or services for the construction of the Owner Improvements, including a purchase order that requires installation of materials.

C. "Contractor" means the Owner's general contractor, all prime contractors and all subcontractors (regardless of tier) having a Contract or subcontract in excess of $10,000 and who employ persons in a Trade for construction of the Owner Improvements.

D. "Owner Improvements" means improvements constructed in the Transbay Area by the Owner.

E. "Project Area Resident" means a San Francisco Resident who resides in a redevelopment area under the management of OCII.

F. "San Francisco Resident" in the case of a new hire shall mean an individual who has lived in San Francisco for at least one week prior to submitting his/her initial application for employment to work on the Owner Improvements. In the case of a person employed by the Owner or its Contractor or Consultant prior to assignment to the Owner Improvements, this term shall mean a person who has lived in San Francisco for at least six months prior to the date he/she applied for a transfer to a position at the Owner Improvements or the date he/she was assigned to work on the Owner Improvements, whichever is earlier; or a person who establishes, to the satisfaction of the Agency, that he/she lived in San Francisco prior to applying for or being considered for a position with the Owner, Contractor or Consultant.

III. WORK FORCE GOALS.

The Owner agrees and will require each Contractor and all subcontractors to use good faith efforts to employ 50 percent of its construction workforce hires by trade and by hours from qualified San Francisco Residents with first consideration given to Project Area Residents. Owner and Contractors will be deemed in compliance with this Agreement and the Policy by meeting or exceeding the goal or by demonstrating good faith efforts toward compliance.

IV. GOOD FAITH EFFORTS.

A. Submission of Labor Force Projections and Other Data

The Contractor shall submit, to the extent available, labor force projections to the OCII Compliance Officer, or its agent, within two (2) weeks of contract award.

B. Submit Subcontractor Information Form

The Contractor shall submit to the Compliance Officer, or its agent, the Subcontractor Information Forms, twenty-four (24) hours prior to the preconstruction meeting. The Subcontractor Information Forms are available from the Compliance Officer upon request.

C. Preconstruction Meeting

The Contractor shall hold a preconstruction meeting which shall be attended by the Compliance Officer, CityBuild, all prime contractor(s) and all subcontractor(s). The preconstruction meeting shall be scheduled between two (2) days and thirty (30) days prior to the start of construction at a time and place convenient to all attendees. The purpose of the meeting is to discuss: the hiring goals, workforce composition, worker referral process, certified payroll reporting, procedure for termination and replacement of workers covered by this Agreement and to explore any anticipated problems in complying with the Agreement. All questions regarding how this Agreement applies to the Owner, Contractor, subcontractors and consultants should be answered at this meeting. Failure to hold or attend at least one (1) preconstruction meeting will be a breach of the Policy and this Agreement that may result in the Agency ordering a suspension of work until the breach has been cured. Suspension under this provision is not subject to arbitration.

D. Submit Construction Worker Request Form

For the Term of the Agreement, each time the Owner or Contractor seeks to hire workers for the construction or rehabilitation of improvements, they must first submit, by fax, email or hand delivery, an executed construction worker request form to CityBuild. Preferably this request will be submitted at least two (2) business days before the workers are needed. However, requests with less than two (2) business days notice will be accepted. The construction worker request form will indicate generally: the number of workers needed, duration needed, required skills or trade and date/time to report. The construction worker request form is available from the Compliance Officer upon request.

E. Response from CityBuild

CityBuild shall respond, in writing, via fax, email or hand delivery to each request for construction workers. The response shall state that CityBuild was able to satisfy the request in full, in part or was unable to satisfy the request. CityBuild shall look to their own referral lists, as well as confer with CBOs in an attempt to find qualified Project Area Residents and San Francisco Residents. If CityBuild is able to satisfy the request in full or in part, it shall direct the qualified Project Area Resident(s) or San Francisco Resident(s) to report to the Contractor on the date and time indicated in the request. If CityBuild is unable to satisfy the request, then CityBuild shall send a fax or email stating that no qualified Project Area Residents or San Francisco Residents are currently available.

F. Action by Contractor When Referrals Available

The Owner or Contractor whose request has been satisfied in full or in part shall make the final determination of whether the Project Area Residents or San Francisco Residents are qualified for the positions and the ultimate hiring decision. The Agency strongly encourages the Contractor to hire the qualified Project Area Residents or San Francisco Residents referred by CityBuild. However, if the Contractor finds the Project Area Residents or San Francisco Residents are not qualified, then the Contractor shall send the Project Area Residents or San Francisco Residents back to CityBuild. Before the close of business on the same day, the Contractor shall fax or email a statement addressed td CityBuild stating in detail the reason(s) the Project Area Residents or San Francisco Residents were not qualified or the reason(s) for not hiring the Project Area Residents or San Francisco Residents.

CityBuild shall, within one (1) business day of receipt of the fax or email, send new qualified Project Area Residents or San Francisco Residents that meet the legitimate qualifications set by the Contractor or alternatively, send a fax or email stating that no qualified Project Area Residents or San Francisco Residents are currently available.

G. Action by Contractor When Referrals Unavailable

If a Contractor receives a response from CityBuild stating that no qualified Project Area Residents or San Francisco Residents are currently available, then the Contractor may hire the number of construction workers requested from CityBuild, using its own recruiting methods, giving first consideration to Project Area Residents and then San Francisco Residents. Any additional new construction workforce hires (including the replacement of any terminated workers) must comply with this Policy, unless the Contractor has already met or exceeded the goal. The Contractor must keep a copy of the response it receives from CityBuild as proof of compliance and submit a copy of each response received to the Compliance Officer upon request.

H. Action by Contractor When No Response From CityBuild

If a Contractor has not received a response to its construction worker request from CityBuild within two (2) business days, then the Contractor should immediate advise the Compliance Officer by phone, fax or email. The Compliance Officer or his/her designee shall cause a response to be sent to the Contractor within two (2) business days of being notified. If the Contractor does not receive a response from CityBuild within four (4) business days (the original two (2) business days plus the additional two (2) business days), then the Contractor may hire the number of construction workers requested from CityBuild, using its own recruiting methods, giving first consideration to Project Area Residents and then San Francisco Residents. Any construction workforce hires (including the replacement of any terminated workers) must comply with this Policy, unless the Contractor has already met or exceeded the goal. The Contractor must keep a copy of the response it receives from CityBuild as proof of compliance and submit a copy of each response received to the Compliance Officer upon request. This Policy is intended to provide qualified Project Area and San Francisco Residents with employment opportunities without causing undue delay in hiring needed construction workers.

I. Action by Contractor When No Response From Union

The Contractor should immediately advise the Compliance Officer by phone, fax or email when the Contractor has sent a qualified Project Area Resident or San Francisco Resident to a union hall for referral in accordance with a collective bargaining agreement and the union did not refer the qualified Project Area or San Francisco Resident back for employment or when the union referral process impedes the Contractor's ability to meet its obligations under this Policy. Nothing in this Policy shall be interpreted to interfere with or prohibit existing labor agreements or collective bargaining agreements.

J. Hiring Apprentices

A Contractor may meet part of the Construction Workforce Goal by hiring apprentices. However, hiring an apprentice does not satisfy or waive the trainee hiring obligation, if any, for design professionals. Unless otherwise permitted by law, apprentices must be trained pursuant to training programs approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or the California Department of Industrial Relations, Division of Apprenticeship Standards. Credit towards compliance will only be given for paid apprentices actually working on the project. No credit is available for apprentices while receiving class room training. Under no circumstances shall the ratio of apprentices to journeymen in a particular trade or craft exceed 1:5.

K. Termination and Replacement of Referrals

If at any time it becomes necessary to terminate for cause a construction worker who was hired under this Policy, the Contractor shall notify CityBuild in writing via fax or email and submit a report of termination pursuant to Section (B)(4). If the Contractor intends to fill the vacant position, then the Contractor shall follow the process set forth in this Policy beginning at Section (A)(6).

V. REPORTING REQUIREMENTS.

A. Submission of Certified Payroll Reports

Each Contractor subject to this Policy shall submit to the Agency a certified payroll report for the preceding work week on each of its employees. The Owner is ultimately responsible for the submission of these reports by the Contractors. The certified payroll report is due to the Agency by noon each Wednesday. To facilitate compliance, the Agency uses an online Project Reporting System (PRS) for submission of certified payroll reports. This system is available at no cost to the Contractor. Training and educational materials for PRS are available at no cost online and through the Compliance Officer. Contractors are required to report certified payroll using PRS. However, a waiver may be granted to any Contractors who do not have a computer or online access.

B. Additional Information

In order to prevent unlawful discrimination in the selection, hiring and termination of employees on the basis of race, ethnicity, gender or any other basis prohibited by law and to identify and correct such unlawful practices, the Agency will monitor and collect information on the ethnicity and gender of each construction worker and apprentice. If an identifiable pattern of apparent discrimination is revealed by this additional information, it will be treated as a breach of this Policy and may be addressed as set forth in the arbitration provisions included in Agency contracts.

C. Report on Terminations

In the event a Project Area Resident or San Francisco Resident hired pursuant to this Policy is terminated for cause, the responsible Contractor shall within two (2) days fax or email a termination report to CityBuild with a copy to the Compliance Officer stating in detail: (1) the name of the worker(s) terminated; (2) his/her job title and duties; (3) the reasons and circumstances leading to the termination(s); (4) whether the Contractor replaced the construction worker(s); and (5) whether the replacement worker(s) were Project Area Resident(s) or San Francisco Resident(s).

D. Inspection of Records

The Owner and each Contractor shall make the records required under this Agreement available for inspection or copying by authorized representatives of the Agency and its designated Compliance Officer, and shall permit such representatives to interview construction workers and apprentices during working hours on the job.

E. Failure to Submit Reports

If a Contractor fails or refuses to provide the reports as required it will be treated as a breach of this Agreement and the Policy, and may be addressed under arbitration provisions pursuant to Article VII (Arbitration of Disputes) of this Agreement.

F. Submission of Good Faith Effort Documentation

If the Owner's or Contractor's good faith efforts are at issue, the Contractor shall provide the Agency or its designated Compliance Officer with the documentation of its efforts to comply with this Policy and the Agreement. The Owner or Contractor must maintain a current file of the names, addresses and telephone numbers of each Project Area Resident or San Francisco

Resident applicant referral (whether a self-referral or a referral from a union, CBO or CityBuild referral) and what action was taken with respect to each such individual.

G. Coding Certified Payrolls

Each Contractor shall include, on the weekly payroll submissions, the proper job classification (as approved by the California Department of Industrial Relations), apprentice's craft (if applicable), skill level, protected class status, and domicile of each construction worker.

VI. RECORDKEEPING REQUIREMENTS.

Contractor shall comply with the requirements of California Labor Code Section 1776, as amended, regarding the keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its subcontractors of all tiers.

In addition, each Contractor shall keep, or cause to be kept, for a period of four years from the date of substantial completion of Owner Improvements, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on the Owner Improvements. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a local resident or disadvantaged worker, and the referral source or method through which the Contractor hired or retained that worker for work on the Owner Improvements (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method). Contractor may verify that a worker is a local resident through the worker's possession of a valid SF City ID Card or other government-issued identification. OCII may require additional records to be kept with regard to Contractor's compliance with this Agreement. All records described in this section shall at all times be open to inspection and examination by the duly authorized officers and agents of OCII, including representatives of the OEWD.

VII. ARBITRATION OF DISPUTES.

A. **Arbitration** by **AAA**. Any dispute regarding this Construction Work Force Agreement shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further revisions thereof. The arbitration shall take place in the City and County of San Francisco.

B. **Demand for Arbitration**. Where the Owner disagrees with the Agency's Notice of Non-Qualification or Notice of Non-Compliance, **the Owner shall have seven (7) business days, in which to file a Demand for Arbitration,** unless otherwise stipulated by the parties. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying entities believed to be involved in the dispute; (2) a copy of the Notice of Non-Qualification or Notice of Non-Compliance; and (3) any written response to the Notice of Non-Qualification or Notice of Non-Compliance. If the Owner fails to file a timely Demand for Arbitration, the Owner shall be deemed to have accepted and to be bound by the finding of Non-Qualification or the findings and recommendations contained in the Notice of Non-Compliance.

C. **Parties' Participation**. The Agency and all persons or entities that have a contractual relationship affected by the dispute shall be made an Arbitration Party. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such person or entity as an Arbitration

Party, provided however, that the Owner made an initial timely Demand for Arbitration pursuant to Section VII.B. above.

D. **Agency Request to AAA**. Within seven (7) business days after service of a Demand for Arbitration, the Agency shall transmit to AAA a copy of the Demand for Arbitration, the Notice of Non-Qualification or Notice of Non-Compliance, and any written response thereto from the affected party. Such material shall be made part of the arbitration record.

E. **Selection of Arbitrator**. One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within ninety (90) days from the arbitrator's fulfillment of the disclosure requirements set forth in California Code of Civil Procedure Section 1281.9.

F. **Setting of Arbitration Hearing.** A hearing shall be held within ninety (90) days of the date of the filing of the Request, unless otherwise agreed by the parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

G. **Discovery.** In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05.

H. **Burden of Proof**. The burden of proof with respect to Construction Work Force compliance and/or Good Faith Efforts shall be on the Owner. The burden of proof as to all other alleged breaches by the Owner shall be on the Agency.

I. **California Law Applies.** Except where expressly stated to the contrary in this Construction Work Force Agreement, California law, including the California Arbitration Act, Code of Civil Procedure §§ 1280 through 1294.2, shall govern all arbitration proceedings.

J. **Arbitration Remedies and Sanctions.** The arbitrator may impose only the remedies and sanctions set forth below:

1. Order specific, reasonable actions and procedures, in the form of a temporary restraining order, preliminary injunction or permanent injunction, to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance.

2. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the Owner or this Construction Work Force Agreement, or from granting extensions or other modifications to existing contracts related to services covered by the Owner or this Construction Work Force Agreement, other than those minor modifications or extensions necessary to enable compliance with this Construction Work Force Agreement.

3. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any party to the arbitration to comply with any of the Agency's Work Force policy requirements. Contracts may be continued upon the condition that a program for future compliance is approved by the Agency.

4. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars

($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, for each such willful breach; provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of this Construction Work Force Agreement unless the breaching party has failed to cure after being provided notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

5. Direct any Arbitration Party to produce and provide to the Agency any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

K. **Arbitrator's Decision.** The arbitrator shall make his or her award within twenty (20) days after the date that the hearing is completed; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party.

L. **Default Award; No Requirement to Seek an Order Compelling Arbitration.** The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) said person or entity received actual notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

M. **Arbitrator Lacks Power to Modify.** Except as otherwise provided, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of this Construction Work Force Agreement or any other agreement between the Agency and Owner or to negotiate new agreements or provisions between the parties.

N. **Jurisdiction/Entry of Judgment.** The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The non-prevailing Arbitration Party(ies) shall pay the arbitrator's fees and related costs of arbitration (or reimburse the Arbitration Parties that advanced such arbitration fees and costs). Each Arbitration Party shall pay its own attorneys' fees, provided, however, that attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

O. **Exculpatory Clause.** Owner expressly waives any and all claims against the Agency for damages, direct or indirect, including, without limitation, claims relative to the commencement, continuance and completion of construction and/or providing professional and consulting services ("the Work"). Owner acknowledges and agrees that the procedures set forth herein for dealing with alleged breaches or failure to comply with the obligations and requirements of this Construction Work Force Agreement are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids and proposals for the planning, design and construction of the improvements and in determining the times for commencement and completion of the planning, design and construction and/or for providing consulting, professional or personal services.

P. **Severability**. The provisions of this Construction Work Force Agreement are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Construction Work Force Agreement or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this Construction Work Force Agreement or the validity of their application to other persons or circumstances.

Q. **Arbitration Notice:** BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____	_____
Agency	Owner

I, hereby certify that I have authority to execute this Construction Work Force Agreement on behalf of the Owner listed below and that Owner agrees to diligently exercise good faith efforts to comply with this Agreement to meet or exceed the construction work force participation goals. I declare under penalty of perjury under the laws of the State of California that the above statement is true and correct.

_____	_____
Signature	Date
_____	_____
Print Your Name	Title
_____	_____
Company Name	Phone Number

ATTACHMENT 13F

First Source Hiring Agreement

This First Source Hiring Agreement ("Agreement") is entered into as of _____, by and between the Office of Community Investment and Infrastructure ("OCII") on behalf of the City and County of San Francisco (the "City") through its First Source Hiring Administration ("FSHA") and Block 1 Property Holder L.P., a Delaware limited partnership ("Developer" or "Project Sponsor").

WHEREAS, Developer proposes to construct Transbay Block 1 (the "Project"), described in the OP/DDA as including, among other things, a market-rate residential component consisting of approximately 235 for-sale residential units in an up to 400-foot residential tower and adjacent townhouses; a Developer-subsidized affordable housing component consisting of no fewer than 80 for-sale units interspersed in the tower and in adjacent townhouses; an OCII-subsidized affordable housing component consisting of no fewer than 76 for-sale units affordable to households earning no more than an average of 90 percent of area median income; streetscape improvements on Clementina Street, Folsom Street, and sidewalks along Main and Spear Streets; approximately 9,300 square feet of ground-floor retail space; approximately 5,190 square feet of open space; and shared underground parking; and

WHEREAS, the Transbay Redevelopment Plan requires OCII to implement programs "that meet or exceed City policies regarding workforce development…particularly for economically-disadvantaged San Francisco residents." Redevelopment Plan, Section 4.1.3 at page 20; and

WHEREAS, the City has several workforce programs requiring commercial development to provide permanent job opportunities for economically-disadvantaged local residents, including the First Source Hiring Program, S.F. Administrative Code Ch. 83; and

WHEREAS, this Agreement is based on the standards of Chapter 83 of the San Francisco Administrative Code except that OCII, in determining compliance with these standards will assume the role of the Planning Department and delegate implementation to the Office of Economic and Workforce Development-CityBuild ("OEWD" of "CityBuild"); and

WHEREAS, the Developer will be required to enter into, with OEWD, a First Source Hiring Agreement for Business, Commercial, Operation and Lease Occupancy of the Building, based on the form of agreement attached to this Agreement and will attach First Source Exhibit B and B-1 to all leasing agreements and all tenant contracts required to occupy the building space and notify OEWD upon execution of such leasing agreements and occupancy contacts; and

WHEREAS, OEWD will inform tenants of their responsibilities to work with the workforce system for entry-level hiring opportunities through the submission of an Exhibit B-1 Employer Project of Entry-Level Positions Form. The Developer will notify OEWD when a tenant's contract has been terminated within 10 days of such termination; and

Therefore, the parties to this Agreement agree as follows:

A. Project Sponsor will comply with the requirements of Chapter 83 and upon entering into leases for the commercial space at the Project will include in that contract a provision requiring Lessee of the commercial space to comply with Chapter 83 of the Administrative Code. Project Sponsor shall cause its Lessee(s), if applicable pursuant to Chapter 83, to enter into a First Source Hiring Agreement between Lessee and FSHA in a form similar to the City's Exhibit B attached hereto.

B. Any lessee(s) or operator(s) of commercial space within the Project shall have the same obligations under this Agreement as the Project Sponsor.

C. CityBuild shall represent the First Source Hiring Administration and will provide referrals of qualified economically disadvantaged individuals for permanent jobs located within the commercial space of the Project. Project Sponsor shall cooperate with CityBuild and follow its procedures and processes to ensure compliance with Chapter 83 of the Administrative Code. Project Sponsor shall also require its tenants to cooperate with CityBuild.

D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code.

E. As stated in Section 83.10(d) of the Administrative Code, if Project Sponsor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a commercial tenant to comply with the requirements of Chapter 83.

F. This Agreement is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this Agreement shall be recorded and that it may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

G. Except as set forth in Section E, above: (1) this Agreement shall be binding on and inure to the benefit of all successors and assigns of Project Sponsor having an interest in the Project and (2) Project Sponsor shall require that its obligations under this Agreement shall be assumed in writing by its successors and assigns. Upon Project Sponsor's sale, assignment or transfer of title to the Project, it shall be relieved of all further obligations or liabilities under this Agreement.

Signature: _____ Date: _____

Name of Authorized Signer: _____ Email: _____

Company: _____ Phone: _____

Address: _____

Project Sponsor: _____

Contact: _____ Phone: _____

Address: _____ Email: _____

Attachment 13F
Exhibit B: First Source Hiring Agreement
For Business, Commercial, Operation and Lease Occupancy of the Building

This First Source Hiring Agreement (this "Agreement"), is made as of , by and between (the "Lessee"), and the First Source Hiring Administration, (the "FSHA"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy the building at [Address] "Premises" which required a First Source Hiring Agreement between the project sponsor and FSHA due to the issuance of building permit for 25,000 square feet or more of floor space, or constructed ten or more residential units; and,

WHEREAS, the project sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract");and

WHEREAS, as a material part of the consideration given by Lessee under contract, Lessee has agreed to execute this Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

a. Entry Level Position: Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

b. Workforce System: The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

c. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

Lessee: Tenant, business operator and any other occupant of the building requiring a First Source Hiring Agreement as defined in SF Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant, or any other entity occupying the building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.

2. OEWD WORKFORCE SYSTM PARTICIPATION

a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team

why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.

b. This Agreement shall be in full force and effect throughout the Lessee's occupancy of the building.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this Agreement. Determination of good faith efforts shall be based on all of the following:

a. Lessee will execute this Agreement and attachment *Exhibit B-1* upon entering into leases for the commercial space of the building. Lessee will also accurately complete and submit *Exhibit B-1* annually to reflect employment conditions.

b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this Agreement.

c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team

d. Lessee accurately completes and submits Exhibit B-1, the "First Source Employer's Projection of Entry-Level Positions" form to OEWD's Business Services Team upon execution of this Agreement.

e. Lessee fills at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.

f. Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

Lessee's failure to meet the criteria set forth in Section 3 (a.b.c.d.e.) does not impute "bad faith" and shall trigger a review of the referral process and compliance with this Agreement. Failure and noncompliance with this Agreement will result in penalties as defined in SF Administrative Code Chapter 83, Lessee agrees to review SF Administrative Code Chapter 83, and execution of the Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this Agreement shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Business.Services@sfgov.org

5. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected. If Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several. Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This Agreement shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

Date: _____

Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

EXHIBIT B-1 WORKFORCE PROJECTIONS

FOR BUSINESS, COMMERCIAL, OPERATION AND LEASE OCCUPANCY

Business Name: _____ **Phone:** _____

Main Contact: _____ **Email:** _____

_____ _____

Signature of authorized representative* **Date**

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Exhibit B and Exhibit B-1. Lessee will also complete and submit an Exhibit B-1 annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) If an **Entry Level Position** becomes available.

Section 1: Select your Industry

☐ Auto Repair	☐ Entertainment	☐ Personal Services
☐ Business Services	☐ Elder Care	☐ Professionals
☐ Consulting	☐ Financial Services	☐ Real Estate
☐ Construction	☐ Healthcare	☐ Retail
☐ Government Contract	☐ Insurance	☐ Security
☐ Education	☐ Manufacturing	☐ Wholesale
☐ Food and Drink	☐ I don't see my industry *(Please Describe)*_____	

Section 2: Describe Primary Business Activity

_____

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

***Please email, fax, or mail this form SIGNED to*:**

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
mailto:Business.Services@sfgov.org
Website: www.workforcedevelopmentsf.org

ATTACHMENT 13G

Prevailing Wage Provisions

1. **Applicability**. These Prevailing Wage Provisions (hereinafter referred to as "Labor Standards") apply to any and all construction of the Improvements as defined in the Owner Participation Agreement/Disposition and Development Agreement (OP/DDA) between the Developer and the Agency of which this Attachment 13 and these Labor Standards are a part.

2. **All Contracts and Subcontracts shall contain the Labor Standards. Confirmation by Construction Lender**.

   (a) All specifications relating to the construction of the Improvements shall contain these Labor Standards and the Developer shall have the responsibility to assure that all contracts and subcontracts, regardless of tier, incorporate by reference the specifications containing these Labor Standards. If for any reason said Labor Standards are not included, the Labor Standards shall nevertheless apply. The Developer shall supply the Agency with true copies of each contract relating to the construction of the Improvements showing the specifications that contain these Labor Standards promptly after due and complete execution thereof and before any work under such contract commences. Failure to do shall be a violation of these Labor Standards.

   (b) Before close of escrow under the OP/DDA and as a condition to close of escrow, the Developer shall also supply a written confirmation to the Agency from any construction lender for the Improvements that such construction lender is aware of these Labor Standards.

3. **Definitions**. The following definitions shall apply for purposes of this Prevailing Wage Provisions:

   (a) "Contractor" is the Developer if permitted by law to act as a contractor, the general contractor, and any contractor as well as any subcontractor of any tier subcontractor having a contract or subcontract that exceeds $10,000, and who employs Laborers, Mechanics, working foremen, and security guards to perform the construction on all or any part of the Improvements.

   (b) "Laborers" and "Mechanics" are all persons providing labor to perform the construction, including working foremen and security guards.

   (c) "Working foreman" is a person who, in addition to performing supervisory duties, performs the work of a Laborer or Mechanic during at least 20 percent of the workweek.

4. **Prevailing Wage**.

   (a) All Laborers and Mechanics employed in the construction of the Improvements will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by §11.5) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the General Prevailing Wage Determination (hereinafter referred to as the "Wage Determination") made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, sections 1770, 1773 and 1773.1, regardless of any contractual relationship which may be alleged to exist between the Contractor and

such Laborers and Mechanics. A copy of the applicable Wage Determination is on file in the offices of the Agency with the Development Services Manager. At the time of escrow closing the Agency shall provide the Developer with a copy of the applicable Wage Determination.

All Laborers and Mechanics shall be paid the appropriate wage rate and fringe benefits for the classification of work actually performed, without regard to skill. Laborers or Mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the Contractor's payroll records accurately set forth the time spent in each classification in which work is performed.

(b) Whenever the wage rate prescribed in the Wage Determination for a class of Laborers or Mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit in the manner as stated therein i.e. the vacation plan, the health benefit program, the pension plan and the apprenticeship program, or shall pay an hourly cash equivalent thereof.

(c) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any Laborer or Mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the Wage Determination, provided that the Executive Director of the Agency has found, upon the written request of the Contractor, made through the Developer that the intent of the Labor Standards has been met. Records of such costs shall be maintained in the manner set forth in subsection (a) of §11.8. The Executive Director of the Agency may require the Developer to set aside in a separate interest bearing account with a member of the Federal Deposit Insurance Corporation, assets for the meeting of obligations under the plan or program referred to above in subsection (b) of this §11.4. The interest shall be accumulated and shall be paid as determined by the Agency acting at its sole discretion.

(d) Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

5. **<u>Permissible Payroll Deductions</u>**. The following payroll deductions are permissible deductions. Any others require the approval of the Agency's Executive Director.

(a) Any withholding made in compliance with the requirements of Federal, State or local income tax laws, and the Federal social security tax.

(b) Any repayment of sums previously advanced to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such manner as to give him or her complete freedom of disposition of the advanced funds.

(c) Any garnishment, unless it is in favor of the Contractor (or any affiliated person or entity), or when collusion or collaboration exists.

(d) Any contribution on behalf of the employee, to funds established by the Contractor, representatives of employees or both, for the purpose of providing from principal, income or both, medical or hospital care, pensions or annuities on retirement, death

benefits, compensation for injuries, illness, accidents, sickness or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts or similar payments for the benefit of employees, their families and dependents provided, however, that the following standards are met:

1. The deduction is not otherwise prohibited by law; and

2. It is either:

   a. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for obtaining or for the continuation of employment, or

   b. Provided for in a bona fide collective bargaining agreement between the Contractor and representatives of its employees; and

3. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor (or any affiliated person or entity) in the form of commission, dividend or otherwise; and

4. The deduction shall serve the convenience and interest of the employee.

(e) Any authorized purchase of United States Savings Bonds for the employee.

(f) Any voluntarily authorized repayment of loans from or the purchase of shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any contribution voluntarily authorized by the employee for the American Red Cross, United Way and similar charitable organizations.

(h) Any payment of regular union initiation fees and membership dues, but not including fines or special assessments, provided that a collective bargaining agreement between the Contractor and representatives of its employees provides for such payment and the deductions are not otherwise prohibited by law.

6. **Apprentices and Trainees**. Apprentices and trainees will be permitted to work at less than the Mechanic's rate for the work they perform when they are employed pursuant to and are individually registered in an apprenticeship or trainee program approved by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training ("BAT") or with the California Department of Industrial Relations, Division of Apprenticeship Standards ("DAS") or if a person is employed in his or her first 90 days of probationary employment as an apprentice or trainee in such a program, who is not individually registered in the program, but who has been certified by BAT or DAS to be eligible for probationary employment. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate for a Mechanic. Every apprentice or trainee must be paid at not less than the rate specified in the registered program for the employee's level of progress, expressed as a percentage of a Mechanic's hourly rate as specified in the Wage Determination. Apprentices or trainees shall be paid fringe benefits in accordance with the provisions of the respective program. If the program does not specify fringe benefits, employees must be paid the full amount of fringe benefits listed in the Wage Determination.

7. **Overtime**. No Contractor contracting for any part of the construction of the Improvements which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such construction to work in excess of eight hours in any calendar day or in excess of 40 hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of 40 hours in such workweek, whichever is greater.

8. **Payrolls and Basic Records**.

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of its construction of the Improvements and preserved for a period of one year thereafter for all Laborers and Mechanics it employed in the construction of the Improvements. Such records shall contain the name, address and social security number of each employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for fringe benefits or cash equivalents thereof), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the wages of any Laborer or Mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, the Contractor shall maintain records which show the costs anticipated or the actual costs incurred in providing such benefits and that the plan or program has been communicated in writing to the Laborers or Mechanics affected. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage prescribed in the applicable programs or the Wage Determination.

(b) 1. The Contractor shall submit to the Agency on each Wednesday at noon a copy of the payrolls for the week preceding the previous week in which any construction of the Improvements was performed. The payrolls submitted shall set out accurately and completely all of the information required by the Agency's Optional Form, an initial supply of which may be obtained from the Agency. The Contractor if a prime contractor or the Developer acting as the Contractor is responsible for the submission of copies of certified payrolls by all subcontractors; otherwise each Contractor shall timely submit such payrolls.

2. Each weekly payroll shall be accompanied by the Statement of Compliance that accompanies the Agency's Optional Form and properly executed by the Contractor or his or her agent, who pays or supervises the payment of the employees.

(c) The Contractor shall make the records required under this §11.8 available for inspection or copying by authorized representatives of the Agency, and shall permit such representatives to interview employees during working hours on the job. On request the Executive Director of the Agency shall advise the Contractor of the identity of such authorized representatives.

9. **Occupational Safety and Health**. No Laborer or Mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his or her safety and health as determined under construction safety and health standards promulgated by Cal-OSHA or if Cal-OSHA is terminated, then by the federal OSHA.

10. **Equal Opportunity Program**. The utilization of apprentices, trainees, Laborers and Mechanics under this part shall be in conformity with the equal opportunity program set forth in this Attachment 13 of the

OP/DDA including the Construction Work Force Agreement and the First Source Hiring Agreement. Any conflicts between the languages contained in these Labor Standards and Attachment 13 shall be resolved in favor of the language set forth in Attachment 13, except that in no event shall less than the prevailing wage be paid.

11. Nondiscrimination Against Employees for Complaints. No Laborer or Mechanic to whom the wage, salary or other Labor Standards of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or relating to these Labor Standards.

12. Posting of Notice to Employees. A copy of the Wage Determination referred to in subsection (a) of §11.4 together with a copy of a "Notice to Employees," in the form appearing on the last page of these Labor Standards, shall be given to the Developer at the close of escrow. The Notice to Employees and the Wage Determination shall both be posted and maintained by the Contractor in a prominent place readily accessible to all applicants and employees performing construction of the Improvements before construction commences. If such Notice and Wage Determination is not so posted or maintained, the Agency may do so.

13. Violation and Remedies.

(a) Liability to Employee for Unpaid Wages. The Contractor shall be liable to the employee for unpaid wages, overtime wages and benefits in violation of these Labor Standards.

(b) Stop Work--Contract Terms, Records and Payrolls. If there is a violation of these Labor Standards by reason of the failure of any contract or subcontract for the construction of the Improvements to contain the Labor Standards as required by §11.2 ("Non-Conforming Contract"); or by reason of any failure to submit the payrolls or make records available as required by §11.8 ("Non-Complying Contractor"), the Executive Director of the Agency may, after written notice to the Developer with a copy to the Contractor involved and failure to cure the violation within five working days after the date of such notice, stop the construction work under the Non-Conforming Contract or of the Non-Complying Contractor until the Non-Conforming Contract or the Non-Complying Contractor comes into compliance.

(c) Stop Work and Other Violations. For any violation of these Labor Standards the Executive Director of the Agency may give written notice to the Developer, with a copy to the Contractor involved, which notice shall state the claimed violation and the amount of money, if any, involved in the violation. Within five working days from the date of said notice, the Developer shall advise the Agency in writing whether or not the violation is disputed by the Contractor and a statement of reasons in support of such dispute (the "Notice of Dispute"). In addition to the foregoing, the Developer, upon receipt of the notice of claimed violation from the Agency, shall with respect to any amount stated in the Agency notice withhold payment to the Contractor of the amount stated and shall with the Notice of Dispute, also advise the Agency that the moneys are being or will be withheld. If the Developer fails to timely give a Notice of Dispute to the Agency or to advise of the withhold, then the Executive Director of the Agency may stop the construction of the Improvements under the applicable contract or by the involved Contractor until such Notice of Dispute and written withhold advice has been received.

Upon receipt of the Notice of Dispute and withhold advice, any stop work which the Executive Director has ordered shall be lifted, but the Developer shall continue to

withhold the moneys until the dispute has been resolved either by agreement, or failing agreement, by arbitration as is provided in §11.14.

(d) Withholding Certificates of Completion. The Agency may withhold any or all certificates of completion of the Improvements provided for in this Agreement, for any violations of these Labor Standards until such violation has been cured.

(e) General Remedies. In addition to all of the rights and remedies herein contained, but subject to arbitration, except as hereinafter provided, the Agency shall have all rights in law or equity to enforce these Labor Standards including, but not limited to, a prohibitory or mandatory injunction. Provided, however, the stop work remedy of the Agency provided above in subsection (b) and (c) is not subject to arbitration.

14. Arbitration of Disputes.

(a) Any dispute regarding these Labor Standards shall be determined by arbitration through the American Arbitration Association, San Francisco, California office ("AAA") in accordance with the Commercial Rules of the AAA then applicable, but subject to the further provisions thereof.

(b) The Agency and all persons or entities that have a contractual relationship affected by the dispute shall be made a party to the arbitration. Any such person or entity not made a party in the demand for arbitration may intervene as a party and in turn may name any such person or entity as a party.

(c) The arbitration shall take place in the City and County of San Francisco.

(d) Arbitration may be demanded by the Agency, the Developer or the Contractor.

(e) With the demand for arbitration, there must be enclosed a copy of these Labor Standards, and a copy of the demand must be mailed to the Agency and the Developer, or as appropriate to one or the other if the Developer or the Agency is demanding arbitration. If the demand does not include the Labor Standards they are nevertheless deemed a part of the demand. With the demand if made by the Agency or within a reasonable time thereafter if not made by the Agency, the Agency shall transmit to the AAA a copy of the Wage Determination (referred to in §11.4) and copies of all notices sent or received by the Agency pursuant to §11.13. Such material shall be made part of the arbitration record.

(f) One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators of the AAA by the parties to the arbitration in accordance with the AAA rules. The parties shall act diligently in this regard. If the parties fail to select an arbitrator, within seven (7) days from the receipt of the panel, the AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be that person's agreement to render a decision within 30 days from appointment.

(g) Any party to the arbitration whether the party participates in the arbitration or not shall be bound by the decision of the arbitrator whose decision shall be final and binding on all of the parties and any and all rights of appeal from the decision are waived except a claim that the arbitrator's decision violates an applicable statute or regulation. The decision of the arbitrator shall be rendered on or before 30 days from appointment. The arbitrator shall schedule hearings as necessary to meet this 30 day decision requirement

and the parties to the arbitration, whether they appear or not, shall be bound by such scheduling.

(h) Any party to the arbitration may take any and all steps permitted by law to enforce the arbitrator's decision and if the arbitrator's decision requires the payment of money the Contractor shall make the required payments and the Developer shall pay the Contractor from money withheld.

(i) Costs and Expenses. Each party shall bear its own costs and expenses of the arbitration and the costs of the arbitration shall be shared equally among the parties.

15. Non-liability of the Agency. The Developer and each Contractor acknowledge and agree that the procedures hereinafter set forth for dealing with violations of these Labor Standards are reasonable and have been anticipated by the parties in securing financing, in inviting, submitting and receiving bids for the construction of the Improvements, in determining the time for commencement and completion of construction and in proceeding with construction work. Accordingly the Developer, and any Contractor, by proceeding with construction expressly waives and is deemed to have waived any and all claims against the Agency for damages, direct or indirect, arising out of these Labor Standards and their enforcement and including but not limited to claims relative to stop work orders, and the commencement, continuance or completion of construction.

SAN FRANCISCO OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

N O T I C E T O E M P L O Y E E S

EQUAL OPPORTUNITY NON-DISCRIMI-NATION	The contractor must take equal opportunity to provide employment opportunities to minority group persons and women and shall not discriminate on the basis of age, ancestry, color, creed, disability, gender, national origin, race, religion or sexual orientation.
PREVAILING WAGE	You shall not be paid less than the wage rate attached to this Notice for the kind of work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 8 a day or 40 a week, whichever is greater.
APPRENTICES	Apprentice rates apply only to employees registered under an apprenticeship or trainee program approved by the Bureau of Apprenticeship and Training or the California Division of Apprenticeship Standards.
PROPER PAY	If you do not receive proper pay, write Office of Community Investment and Infrastructure 1 South Van Ness Avenue, Floor 5 San Francisco, CA 94103 or call Contract Compliance Specialist **George Bridges** at **415-749-2546**

ATTACHMENT 14

Form of Developer's Quitclaim Deed

Free Recording Requested Pursuant to Government Code Section 27383 at the Request of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco

WHEN RECORDED, MAIL TO:

Successor Agency to the Redevelopment Agency of the City and County of San Francisco
One South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Attention: Real Estate and Development Services

Assessor's Block 3740, Lot 027
Transbay Block 1

Space Above This Line Reserved for Recorder's Use

QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, BLOCK ONE PROPERTY HOLDER, L.P., a Delaware limited partnership ("**Grantor**"), hereby RELEASES, REMISES AND QUITCLAIMS to the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California (the "**Grantee**") all of its right, title and interest in the real property situated in the City and County of San Francisco, State of California, as more particularly described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the _____ day of _____, 2016.

GRANTOR:

BLOCK ONE PROPERTY HOLDER, L.P., a
Delaware limited partnership

By:_____

Its:

EXHIBIT A

Legal Description

ALL THAT PROPERTY SITUATED IN THE STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MAIN STREET WITH THE NORTHWESTERLY LINE OF FOLSOM STREET; THENCE NORTHWEST ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 183.33 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED IN BOOK 6463 AT PAGE 507, OFFICIAL RECORDS OF SAN FRANCISCO, THE POINT OF BEGINNING; THENCE LEAVING SAID LINE OF MAIN STREET PARALLEL WITH SAID LINE OF FOLSOM STREET, NORTH 45°07'55" EAST, 84.83 FEET; THENCE ON A CURVE, CONCAVE NORTHWESTERLY, WITH A MEDIAL BEARING OF NORTH 51°35'33" WEST, RADIUS OF 958.00 FEET, LENGTH OF 195.58 FEET, CENTRAL ANGLE OF 11°41'50" TO THE SOUTHWESTERLY LINE OF SPEAR STREET, DISTANT THEREON NORTH 44°52'05" WEST, 225.82 FEET FROM THE INTERSECTION OF SAID LINE OF SPEAR STREET WITH THE NORTHWESTERLY 1INE OF FOLSOM STREET; THENCE SOUTHEASTERLY ALONG SAID LINE OF SPEAR STREET, SOUTH 44°52'05" EAST, 126.23 FEET; THENCE LEAVING SAID LINE OF SPEAR STREET ON A CURVE, CONCAVE WESTERLY, WITH A RADIAL BEARING OF NORTH 61 °10'13" WEST, RADIUS OF 1078.50 FEET, LENGTH OF 279.51 FEET, CENTRAL ANGLE OF 14°50'57" TO THE AFORESAID NORTHEASTERLY LINE OF MAIN STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF MAIN STREET, NORTH 44°52'05" WEST, 126.74 FEET TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS:
STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, RIGHT-OF-WAY RECORD MAP R-23.5, IV SF 224.

LOT 027, BLOCK 3740

ATTACHMENT 15

Mitigation Measures

TRANSBAY TERMINAL/CALTRAIN DOWNTOWN EXTENSION/ REDEVELOPMENT PROJECT MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

Assembly Bill (AB) 3180 was enacted by the State Legislature to provide a mechanism to ensure that mitigation measures adopted through the California Environmental Quality Act ("CEQA") process are implemented in a timely manner and in accordance with the terms of project approval. Under AB 3180, local agencies are required to adopt a monitoring or reporting program designed to ensure compliance during project implementation.

The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Mitigation Monitoring and Reporting Program ("Mitigation Monitoring Program"), pursuant to AB 3180, CEQA Section 21081.6 and CEQA Guidelines Section 15091, provides the basic framework through which adopted mitigation measures will be monitored to ensure implementation.

ORGANIZATION

The Mitigation Monitoring Program is organized in a table format, keyed to each adopted Final EIS/EIR mitigation measure. For each measure, the table: (1) lists the mitigation measure; (2) specifies the party responsible for implementing the measure; (3) establishes a schedule for mitigation implementation; (4) assigns mitigation monitoring responsibility; and (5) establishes monitoring actions and a schedule for mitigation monitoring.

IMPLEMENTATION

While the Mitigation Monitoring Program generally outlines the actions, responsibilities and schedule for mitigation monitoring, it does not attempt to specify the detailed procedures to be used to verify implementation (e.g., interactions between the Project Sponsor – the Transbay Joint Powers Authority, the San Francisco Redevelopment Agency and City departments, use of private consultants, signed-off on plans, site inspections, etc.). Specific monitoring procedures are either contained in approval documents or will be developed at a later date, closer to the time the mitigation measures will actually be implemented.

The majority of the measures will be monitored primarily by the Transbay Joint Powers Authority (TJPA), in consultation with other City and non-City agencies, as part of the site permit, building permit processes or other report.

TRANSBAY TERMINAL/CALTRAIN DOWNTOWN EXTENSION/REDEVELOPMENT PROJECT
FEIS/FEIR MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MEASURE	Responsibility for Implementation	MITIGATION SCHEDULE	Monitoring Responsibility	Monitoring Actions/Schedule
Wind				
W 1 – Consider potential wind effects of an individual project for the Redevelopment area. If necessary, perform wind tunnel testing in accordance with City Planning Code Section 148. If exceedences of the wind hazard criterion should occur for any individual project, require design modifications or other mitigation measures to mitigate or eliminate these exceedences. Tailor mitigation measures to the individual needs of each project. Examples of mitigation measures include articulation of building sides and softening of sharp building edges.	San Francisco Redevelopment Agency (Agency)	During environmental review process preceding approval of each individual project in Transbay Redevelopment Area	Agency	Apply project review procedures for wind when projects are developed by or proposed to Agency.
Property Acquisition/Relocation				
Prop 1 – Apply federal Uniform Relocation Act (Public Law 91 646) and California Relocation Act (Chapter 16, Section 7260 et seq., of the Government Code) and related laws and regulations governing both land acquisition and relocation. All real property to be acquired will be appraised to determine its fair market value before an offer is made to each property owner. (Minimum relocation payments are detailed in the laws, and include moving and search payments for businesses.) Provide information, assistance, and payments to all displaced businesses in accordance with these laws and regulations.	City and County of San Francisco (CCSF), Agency, and TJPA	Prior to and during property acquisition and relocation activities	TJPA	TJPA to report to Board on compliance during acquisition and relocation activities.
Safety and Emergency Services				
Saf 1 – Provide project plans to the San Francisco Fire Department for its review to ensure that adequate life safety measures and emergency access are incorporated into the design and construction of Project facilities	Transbay Joint Powers Authority (TJPA)	Prior to project facility permitting and during construction	TJPA	Project facility plans to be forwarded to CCSF Fire Department prior to permit issuance. Inspect installation during construction.

MITIGATION MEASURE	Responsibility for Implementation	MITIGATION SCHEDULE	Monitoring Responsibility	Monitoring Actions/Schedule
Saf 2 – Prepare a life safety plan including the provision of on-site measures such as a fire command post at the Terminal, the Fire Department's 800-megahertz radio system and all necessary fire suppression equipment	TJPA	Prior to project facility permitting	TJPA	TJPA to develop life safety plan during facility design phases and implement during testing and startup up phase.
Saf 3 – Prepare a risk analysis to accurately determine the number of personnel necessary to maintain an acceptable level of service at Project facilities.	TJPA	Prior to project facility permitting	TJPA	TJPA to develop risk analysis during facility design phase.
Noise – Operations				
NoiO 1 – Apply noise mitigation at the following locations adjacent to the bus storage facility: • Provide sound insulation to mitigate noise impacts at the residences north of the AC Transit Facility at the corner of Perry and Third Street. At a minimum, apply sound insulation to the façade facing the bus storage facility (the south façade). • Construct two noise barriers to mitigate noise impacts to residences south of the AC Transit Facility along Stillman Street. The first noise barrier would be approximately 10 to 12 feet high and run along the southern edge of the AC Transit storage facility. The second noise barrier would be approximately 5 to 6 feet high and would be located on the portion of the ramp at the southwestern corner of the AC Transit facility. Treat the noise barriers with an absorptive material on the side facing the facility to minimize the potential for reflections off the underside of the freeway. • Construct a noise barrier to mitigate noise impacts to residences south of the Golden Gate Transit Facility along	TJPA	During construction	TJPA	TJPA to design detailed noise mitigation during preliminary and final design phases. TJPA engineering staff to inspect installation and/or construction of mitigation measures.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Stillman Street. The barrier would be approximately 10 to 12 feet high and run along the southern and a portion of the eastern edge of the Golden Gate Transit storage facility. Treat the noise barriers with an absorptive material on the side facing the facility to minimize the potential for reflections off the underside of the freeway.				
NoiO 2 – Landscape the noise walls. Develop the actual design of the walls in cooperation with area residents.	TJPA	During preliminary and final design	TJPA	TJPA to work with area residents during design of noise walls.
NoiO 3 – Construct noise walls prior to the development of the permanent bus facilities.	TJPA	During schedule development, construction document preparation and construction	TJPA	TJPA to develop program schedule and contract documents to implement this construction sequencing requirement.
Noise – Construction				
NoiC 1 – Comply with San Francisco noise ordinance. The noise ordinance includes specific limits on noise from construction. The basic requirements are: • Maximum noise level from any piece of powered construction equipment is limited to 80 dBA at 100 feet. This translates to 86 dBA at 50 feet. • Impact tools are exempted, although such equipment must be equipped with effective mufflers and shields. The noise control equipment on impact tools must be as recommended by the manufacturer and approved by the Director of Public Works.	TJPA	During preparation of construction contract documents and construction	TJPA	TJPA to work with CCSF Department of Public Works (DPW) regarding construction noise mitigation program.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
• Construction activity is prohibited between 8 p.m. and 7 a.m. if it causes noise that exceeds the ambient noise plus 5 dBA The noise ordinance is enforced by the San Francisco DPW, which may waive some of the noise requirements to expedite the project or minimize traffic impacts. For example, along Townsend Street where much of the land use is commercial, business owners may prefer nighttime construction since it would reduce disruption during normal business hours. The DPW waivers usually allow most construction processes to continue until 2 a.m., although construction processes that involve impacts are rarely allowed to extend beyond 10 p.m. This category would include equipment used in demolition such as jackhammers and hoe rams, and pile driving. It is not anticipated that the construction documents would have specific limits on nighttime construction. There may be times when nighttime construction is desirable (e.g., in commercial districts where nighttime construction would be less disruptive to businesses in the area) or necessary to avoid unacceptable traffic disruptions. Since the construction would be subject to the requirements of the San Francisco noise regulations, in these cases, the contractor would need to work with the DPW to come up with an acceptable approach balancing interruption of the business and residential community, traffic disruptions, and reducing the total duration of the construction.				
NoiC 2 – Conduct noise monitoring. The purpose of monitoring is to ensure that contractors take all reasonable steps to minimize noise.	TJPA	During construction	TJPA	Monitoring data to be provided to CCSF DPW.
NoiC 3 – Conduct inspections and noise testing of equipment. This measure will ensure that all equipment on the site is in good condition and effectively muffled	TJPA	During construction	TJPA	Perform monitoring during construction.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
NoiC 4 – Implement an active community liaison program. This program would keep residents informed about construction plans so they can plan around periods of particularly high noise levels and would provide a conduit for residents to express any concerns or complaints about noise.	TJPA	During construction	TJPA	TJPA to develop and initiate community liaison program during final design prior to construction. Program will continue during construction.
NoiC5 – Minimize use of vehicle backup alarms. Because backup alarms are designed to get people's attention, the sound can be very noticeable even when their sound level does not exceed the ambient, and it is common for backup alarms at construction sites to be major sources of noise complaints. A common approach to minimizing the use of backup alarms is to design the construction site with a circular flow pattern that minimizes backing up of trucks and other heavy equipment. Another approach to reducing the intrusion of backup alarms is to require all equipment on the site to be equipped with ambient sensitive alarms. With this type of alarm, the alarm sound is automatically adjusted based on the ambient noise. In nighttime hours when ambient noise is low, the backup alarm is adjusted down.	TJPA	During construction document preparation and construction	TJPA	Review contract specifications during final design and inspect construction.
NoiC 6 – Include noise control requirements in construction specifications. These should require the contractor to • Perform all construction in a manner to minimize noise. The contractor should be required to select construction processes and techniques that create the lowest noise levels. Examples are using predrilled piles instead of impact pile driving, mixing concrete offsite instead of onsite, and using hydraulic tools instead of pneumatic impact tools.	TJPA	Final design and construction	TJPA	TJPA to develop detailed noise control requirements during preliminary engineering and final design. Ensure contractor obtains permits if necessary. Inspect construction activities for compliance and monitor noise levels. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
• Use equipment with effective mufflers. Diesel motors are often the major noise source on construction sites. Contractors should be required to employ equipment fitted with the most effective commercially available mufflers. • Perform construction in a manner to maintain noise levels at noise sensitive land uses below specific limits. • Perform noise monitoring to demonstrate compliance with the noise limits. Independent noise monitoring should be performed to check compliance in particularly sensitive areas. • Minimize construction activities during evening, nighttime, weekend and holiday periods. Permits would be required before construction can be performed in noise sensitive areas during these periods. • Select haul routes that minimize intrusion to residential areas. This is particularly important for the trench alternatives that will require hauling large quantities of excavation material to disposal sites. Controlling noise in contractor work areas during nighttime hours is likely to require some mixture of the following approaches: • Restrictions on noise producing activities during nighttime hours. • Laying out the site to keep noise producing activities as far as possible from residences, to minimize the use of backup alarms, and to minimize truck activity and truck queuing near the residential areas. • Use of procedures and equipment that produce lower noise				CCSF Department of Parking and Traffic (DPT) and DPW.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
levels than normal. For example, some manufacturers of construction equipment can supply special noise control kits with highly effective mufflers and other materials that substantially reduce noise emissions of equipment such as generators, tunnel ventilation equipment, and heavy diesel power equipment including mobile cranes and front-end loaders. • Use of temporary barriers near noisy activities. By locating the barriers close enough to the noise source, it is possible to obtain substantial noise attenuation with barriers 10 to 12 feet high even though the residences are 30 to 40 feet higher than the construction site. • Use of partial enclosures around noisy activities. It is sometimes necessary to construct shed-like structures or complete buildings to contain the noise from nighttime activities.				

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Vibration – Operations				
VibO1 – Use high-resilience track fasteners or a resiliently supported tie system for the Caltrain Downtown Extension for areas projected to exceed vibration criteria, including the following locations: (1) Live/Work condos, 388 Townsend Street (Hubbell an Seventh), (2) San Francisco Residences on Bryant (Harrison Parking Lot Site), (3) Clock Tower Building, and Second Street High Rise and (4) new Marriott Courtyard (Marine Firefighter's Union).	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to develop locations/use of resilience track fasteners or resiliently supported tie system during preliminary engineering and final design. Review construction documents and inspect installation. Whare applicable, coordinate with CCSF departments with jurisdiction over activities, such as CCSF Department of Building Inspection (DBI) and DPW.
Vibration – Construction				
VibC1 – Limit or prohibit use of construction techniques that create high vibration levels. At a minimum, processes such as pile driving would be prohibited at distances less than 250 feet from residences.	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to ensure preliminary design, final design and contract documents preclude use of pile driving equipment within 250 feet of residences. Construction management and inspection will monitor contractors' activities to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
VibC 2 – Restrict procedures that contractors can use in vibration sensitive areas. (It is often possible to employ alternative techniques that create lower vibration levels. For example, unrestricted pile driving is one activity that has considerable potential for causing annoying vibration. Using the cast-in-drilled-hole piling method instead will eliminate most potential for vibration impact from the piling.)	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to establish construction vibration design standards during final design. Include provisions in contract documents and monitor contractors' activities to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.
VibC 3 – Require vibration monitoring during vibration intensive activities.	TJPA	During construction	TJPA	TJPA to include provisions for vibration monitoring in construction contract documents or perform monitoring under a separate contract. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.
VibC 4 – Restrict the hours of vibration intensive activities such as pile driving to weekdays during daytime hours.	TJPA	During design and construction	TJPA	TJPA to include provisions in contract documents and monitor contractors' activities to ensure compliance.
VibC 5 – Investigate alternative construction methods and practices to reduce the impacts in coordination with the construction contractor if resident annoyance from vibration becomes a problem.	TJPA	During final design and during construction	TJPA	TJPA to include provisions in contract documents and monitor contractors' activities to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
VibC 6 – Include specific limits, practices and monitoring and reporting procedures for the use of controlled detonation. Control and monitor use of controlled detonation to avoid damage to existing structures. Include specific limits, practices, and monitoring and reporting procedures within contract documents to ensure that such construction methods, if used, would not exceed safety criteria.	TJPA	During final design and during construction	TJPA	TJPA to establish detailed limits, practices, and monitoring program for controlled detonation during final design. Include provisions in contract documents and monitor contractors' activities to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.
Soils/Geology				
SG 1 – Monitor adjacent buildings for movement, and if movement is detected, take immediate action to control the movement.	TJPA	During construction	TJPA	TJPA to include provisions in contract documents requiring such monitoring and corrective measures and inspect contractors' activities to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.
SG 2 – Apply geotechnical and structural engineering principles and conventional construction techniques similar to the design and construction of high-rise buildings and tunnels throughout the downtown area. Apply design measures and utilize pile-supported foundations to mitigate potential settlement of the surface and underground stations.	TJPA	During preliminary engineering and final design	TJPA	TJPA to review design and contract documents to ensure implementation. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.
SG 3 – Design and construct structural components of the project to resist strong ground motions approximating the maximum anticipated earthquake (0.5g). The cut-and-cover portions will require pile supports to minimize non-seismic settlement in soft compressible sediments (Bay Mud). The underground Caltrain station at Fourth and Townsend will require pile-supported foundations due to the presence of underlying soft sediments.	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to design structural components to meet seismic standards during preliminary engineering and final design. Review design, contract documents and construction activities to ensure implementation. Where applicable, coordinate with JPB and CCSF departments with jurisdiction

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
				over activities, such as DBI and DPW.
SG 4 – Underpin existing building, where deemed necessary, to protect existing structures from potential damage that could result from excessive ground movements during construction. Design the tunneling and excavation procedures (and construction sequence), and design of the temporary support system with the objective of controlling ground deformations within small enough levels to avoid damage to adjacent structures. Where the risk of damage to adjacent structures is too great, special measures will be implemented such as: (1) underpinning, (2) ground improvement, and/or (3) strengthening of existing structures to mitigate the risks. Underpinning may include internal strengthening of the superstructure, bracing, reinforcing existing foundations, or replacing existing foundations with deep foundations embedded outside the tunnel zone of influence. Alternatives, in lieu of underpinning, involve strengthening the rock between the building and crown of tunnel. Grouting in combination with inclined pin piles can be used not only to strengthen the rock, but also make the rock mass over the tunnel act as a rigid beam, allowing construction of tunnels with no adverse effects on the buildings supported on shallow foundations over the tunnel.	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to design tunneling, excavation procedures, underpinning, strengthening existing structures or ground improvement to protect existing structures from damage Include provisions in contract documents requiring contractors to implement measures during construction. Monitor construction activities to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
SG 5 – TJPA shall assure proper design and construction of pile-supported foundations for structures to control potential settlement of the surface. Stability of excavations and resultant impacts on adjacent structures can be controlled within tolerable limits by proper design and implementation of the excavation shoring systems.	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to ensure foundations and excavation shoring systems are designed and constructed to minimize and control settlement and impacts on adjacent structures. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DBI and DPW.
Utilities				
Util 1 – Coordinate with utility providers during preliminary engineering, continuing through final design and construction. Utilities would be avoided, relocated, and/or supported as necessary during construction activities to prevent damage to utility systems and to minimize disruption and degradation of utility service to local customers.	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to identify utilities; design relocations or protection measures where required; and include requirements in contract documents. Monitor construction activities to ensure implementation of all required measures.
Cultural and Historic Resources				
CH 1 – Comply with the provision of the signed Memorandum of Agreement (MOA) between the Federal Transit Administration, the State Historic Preservation Officer, and the TJPA.	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA will assure compliance with MOA provisions during preliminary engineering, final design and construction, as described below.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
CH 2 – – **Professional Qualifications.** Assure all activities regarding history, historic preservation, historic architecture, architectural history, historic and prehistoric archaeology are carried out by or under the direct supervision of persons meeting, at a minimum, the Secretary of the Interior's professional qualifications standards (48 FR 44738-9) (PQS) in these disciplines. Nothing in this stipulation may be interpreted to preclude any signatory or any agent or contractor thereof from using the properly supervised services or persons who do not meet the PQS. **Historic Preservation Standards.** Assure all activities regarding history, historic preservation, historic architecture, architectural history, historic and prehistoric archaeology are carried out to reasonably conform to the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-44740) as well as to applicable standards and guidelines established by SHPO. **Curation and Curation Standards.** Ensure that FTA and TJPA shall, to the extent permitted under sections 5097.98 and 5097.991.[sic] of the California Public Resources Code, materials and records resulting from any archaeological treatment or data recovery that may be carried out pursuant to this MOA, are curated in accordance with 36 CFR Part 79.	TJPA	During preliminary engineering, final design and construction	TJPA	Prior to initiation of design and construction activities, TJPA will require submission of and review qualifications of professionals performing the MOA activities to assure that Secretary of Interior standards are met.
CH 3 – Integrate into the design of the new terminal a dedicated space for a permanent interpretive exhibit. The interpretive exhibit will include at a minimum, but is not necessarily limited to: plaques or markers, a mural or other depiction of the historic Transbay Transit Terminal (TTT), ramps, or Key System, or other interpretive material.	TJPA	During preliminary engineering and final design	TJPA	TJPA will include space for interpretive exhibit in terminal during design. Review contract documents and construction submittals and activities to ensure implementation.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
CH 4 – Consult with the State Department of Transportation (Department) regarding the availability of historical documentary materials for the creation of the permanent interpretive display of the history of the original TTT building and its association with the San Francisco- Oakland Bay Bridge. Department will assist TJPA in planning the scope and content of the proposed interpretive exhibit. Invite the Oakland Heritage Alliance, the San Francisco Architectural Heritage, the California State Railroad Museum, and the Western Railway Museum to participate in this consultation. While retaining responsibility for the development of the exhibit, TJPA will jointly consider the Department's and participating invitees' recommendations when finalizing the exhibit design. TJPA will produce, install, and maintain the exhibit.	TJPA	During preliminary engineering and final design	TJPA	TJPA will consult with Department regarding availability of documentary materials. TJPA will invite participation in this review from the other designated parties. TJPA will produce, install, and maintain the exhibit in the new Transbay Terminal.
CH 5 – Consult with the City of Oakland about its possible interest in having a similar interpretive exhibit in the East Bay. If agreement is reached prior to completion of final design of the Transbay Terminal, TJPA will provide and deliver exhibit materials to a venue that is mutually satisfactory to TJPA and the City of Oakland.	TJPA	During preliminary engineering and final design	TJPA	During preliminary engineering and final design, TJPA will consult with City of Oakland regarding its possible interest in establishing an exhibit. TJPA will provide and deliver exhibit materials to a venue in the City of Oakland that is mutually satisfactory to TJPA and the City of Oakland should such an exhibit be developed.
CH 6 – Identify, in consultation with Department, elements of the existing TTT that may be suitable for salvage and interpretive use by museums. Within two years following execution of this MOA by FTA and SHPO, TJPA will offer any elements identified as suitable for salvage and interpretive use to San Francisco Architectural Heritage, the California State Railroad Museum, Sacramento, the Western Railway Museum, the Oakland Museum, and any other interested parties. Remove any elements selected in a manner that minimizes damage and deliver with legal title to the recipient. Items not accepted by interested	TJPA	During preliminary engineering and final design	TJPA	Acceptance of items by interested parties must be completed at least 90 days prior to demolition of the Transbay Terminal

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
parties for salvage or interpretive use within the time frame specified herein will receive no further consideration.				
CH 7 – Consult with Department and the Oakland Museum about contributing to Department's exhibit and the production of an interpretive video at the Oakland Museum relating to the history and engineering of the major historic state bridges of the San Francisco Bay Area. TJPA will propose contributions to such an exhibit and video that would be related to the history of the TTT, bus ramp loop structures, and the Key System. Items contributed by TJPA to such an exhibit may include photographs, drawings, videotape, models, oral histories, and salvaged components from the TTT.	TJPA	During preliminary engineering and final design	TJPA	TJPA will produce and deliver to the Oakland Museum agreed-upon materials for such an exhibit and interpretive video.
CH 8 – Assist the Oakland Museum by contributing up to $50,000 toward the cost of preparing and presenting the exhibit and preparing an exhibit catalog or related museum publication in conjunction with the exhibit, in a manner and to the extent that is mutually satisfactory to TJPA, Department, and the Oakland Museum. A separate agreement will outline the negotiated financial contributions. Work with the Oakland Museum and assist in the preparation of an exhibit and interpretive video if consultation results in agreement between TJPA and the Oakland Museum prior to demolition of the existing TTT.	TJPA	During preliminary engineering and final design	TJPA	TJPA will work with Oakland Museum and assist in the preparation of an exhibit and an interpretive video if consultation results in an agreement between TJPA and Oakland Museum prior to demolition of the existing Transbay Terminal

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CH 9 – Request that SHPO, prior to the start of any work that would have an adverse effect on components of the Bay Bridge that are historic properties, determine whether these components, including the TTT and associated ramps, have been adequately recorded in existing documents. If SHPO determines that, collectively, such documents, which include the Department's past recordation of a series of remodeling and seismic retrofit project that have occurred since 1993, adequately document the TTT and ramps, then no further documentation will be necessary.	TJPA	During preliminary engineering and final design	TJPA	TJPA will consult with the SHPO regarding adequacy of prior recordation efforts.
Seek, with the assistance of the Department, to obtain the original drawings of the TTT by architect T. Pflueger.				TJPA will work with Department to seek original drawings of the Transbay Transit Terminal.
If SHPO determines that existing documentation is adequate, compile such documentation into a comprehensive record. Components to be included in the review of past documentation are: • 425 Mission Transbay Transit Terminal (APN 3719-003, 3720-001, 3721-006); • Upper Deck San Francisco Approaches or North Connector, Bridge #34-116F; • Upper Deck San Francisco Approaches or Center Ramps, Bridge #34-118L; • San Francisco Approaches or Lower Deck On-Ramp, Bridge #34-118R; • Transbay Terminal Loop ramp, Bridge #34-119Y; and • Harrison Street over-crossing Bridge #34-120Y.				If SHPO determines that existing documentation is adequate, compile such documentation into a comprehensive record.
Consult further with SHPO, if SHPO determines that existing documentation does not constitute adequate recordation of the Bay Bridge components addressed hereunder. SHPO will determine what level and type of additional documentation is necessary.				If SHPO determines that existing documentation does not constitute adequate recordation of the Bay Bridge components, then TJPA and SHPO will consult further and SHPO will determine what level and type of additional documentation is necessary.
Provide xerographic copies of this documentation to the SHPO and the Department Headquarters Library, upon a written				

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
determination by SHPO that all documentation prescribed hereunder is satisfactory, to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, the Oakland History Room of the Oakland Public Library, the Oakland Museum of California, the Western Railway Museum, and Department District 4 Office. Thereafter, TJPA may proceed with that aspect of the Project that will adversely affect the historic properties documented hereunder.				If no response from SHPO within 45 days of receipt of each submittal of documentation, TJPA may assume that said documentation is adequate and may proceed with the project. TJPA will ensure that these records are accepted by SHPO prior to demolition of the TTT and provide copies of the documentation to designated agencies. Then, TJPA will proceed with the aspect of the project that will adversely affect the historic properties documented.
CH 10 – Within 180 days after FTA determines that the Project has been completed, TJPA, in consultation with FTA and SHPO, will re-revaluate the Bay Bridge, a property listed on the NRHP, and determine whether the National Register nomination should be amended or whether the bridge no longer qualifies for listing and should be removed from the National Register. As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR Part 60 (60.14 and 60.15).	TJPA	Within 180 days after FTA determines that the Project has been completed	TJPA	As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR part 60 (60.14 and 60.15). TJPA will coordinate these efforts with the CCSF Planning Department.
CH 11 – Develop and implement measures, in consultation with the owners of historic properties immediately adjoining the construction sites, to protect the contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District from damage by any aspect of the Project. Such measures will include, but are not necessarily limited to those identified in the MOA. The protective measures herein stipulated will be developed and implemented by TJPA prior to the commencement of any aspect	TJPA	During preliminary engineering, final design, and construction	TJPA	TJPA will contact owners of record of historic properties that will be affected (but that will not be acquired and demolished) by the Project. TJPA will provide and review this mitigation monitoring program with the owners via correspondence and/or public and face-to-face meetings. TJPA will coordinate these efforts with the CCSF Planning Department prior to commencement of any aspect of the

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
of the Project that could have an adverse effect on historic properties immediately adjoining the construction sites herein identified. In addition, TJPA will monitor the effectiveness of the protective measures herein stipulated and will supplement or modify these measures as and where necessary in order to ensure that they are effective. The historic properties covered by the terms of this paragraph are • 589-591 Howard Street/3736-098, NRHP Status: 1D, Contributing Element of Second & Howard District & New Montgomery/Second Street, Const. Date: 1906, Type of Impact: Cut-and-cover construction nearby. • 163 Second Street/3721-048, NRHP Status: 1D, Contributing Element of Second & Howard District & New Montgomery/Second Street, Const. Date: 1907, Type of Impact: Cut-and-cover construction nearby. • 166-78 Townsend Street/3788-012, NRHP Status: 3D Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1910 [1], 1988 [2], Type of Impact: Cut-and-cover construction nearby. Need construction easement. • 640-Second Street/3788-002, NRHP Status: 252, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1926, Type of Impact: Tunnel under or near property • 650 Second Street/3788-049 through 3788-073, NRHP Status: 252, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1922, Type of Impact: Tunnel under or near property • 670-680 Second Street/3788-043, 3788-044, NRHP Status: 252 (670), 3D (680), Contributing Element of Rincon Point/South				project that could have any adverse effect on historic properties immediately adjoining the construction sites herein identified. TJPA will monitor the effectiveness of the protective measures and will supplement or modify these measures as and where necessary in order to ensure that they are effective.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule

Beach District & South End District, Const. Date: 1913, Type of Impact: Tunnel under or near property

- 301-321 Brannan Street/3788-037, NRHP Status: 3D, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1909, Type of Impact: Tunnel under or near property

- 130 Townsend Street/3788-008, NRHP Status: 3D, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1910 [1], 1895-6 [2], Type of Impact: Tunnel under or near property

- 136 Townsend Street/3788-009, NRHP Status: 3D, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1902 [1], 1913 [2], Type of Impact: Tunnel under or near property

- 144-46 Townsend Street/3788-009A, NRHP Status: 3D, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1922, Type of Impact: Tunnel under or near property

- 148-54 Townsend Street/3788-010, NRHP Status: 3D, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1922, Type of Impact: Tunnel under or near property

- 162-164 Townsend Street/3788-081, NRHP Status: 3D, Contributing Element of Rincon Point/South Beach District & South End District, Const. Date: 1919, Type of Impact: Tunnel under or near property

Notes: National Register Status Codes are as follows:
1 – Listed on the NRPH
251 – Determined eligible for listing by the Keeper of the

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Register 252 – Determined eligible for listing by the consensus of the SHPO and federal agency 1D – Listed on the National Register as a contributor to a district or multi-resource property				
CH 12 –TJPA will take the effect of the Project on the three historic properties listed below into account by recording these properties in accordance with the terms herein set forth. These buildings are: • 191 2nd Street, (APN: 3721-022), • 580-586 Howard Street, (APN: 3721-092 through 3721-106), and • 165-173 2nd Street, (APN: 3721-025) Prior to taking any action that could adversely affect these properties, consult SHPO and SHPO will determine the type and level of recordation that is necessary for these properties. Upon a written determination by SHPO that all documentation prescribed hereunder is complete and satisfactory, submit a copy of this documentation to SHPO, with xerographic copies8 to the History Center at the San Francisco Public Library, San Francisco Architectural Heritage, and the Oakland History Room of the Oakland Public Library. Thereafter, proceed with that aspect of the Project that will adversely affect the historic properties documented hereunder. If SHPO does not respond within 45 days of receipt of each submittal of documentation prescribed herein, assume that SHPO has determined that said documentation is adequate and may proceed with that aspect of the Project that will adversely affect the historic properties documented hereunder.	TJPA	During preliminary engineering and final design	TJPA	TJPA will consult SHPO and SHPO will determine the type of recordation necessary for the properties. TJPA will submit a copy of this documentation to SHPO, upon a written determination by SHPO that all documentation prescribed hereunder is complete and satisfactory, with copies to the designated agencies. If no response from SHPO within 45 days of receipt of each submittal of documentation, then TJPA may proceed with the project.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
CH 13 – Repair, in accordance with the Secretary of the Interior's Standards for Rehabilitation, any damage to contributing elements of the Second and Howard Streets Historic District and the Rincon Point/South Beach Historic Warehouse Industrial District resulting from the Project. Photograph the condition of the contributing elements prior to the start of the Project to establish the baseline condition for assessing damage. Consult with property owner(s) about the appropriate level of photographic documentation of building interiors and exteriors. Provide a copy of this photographic documentation to the property owner(s), and retain on file. Submit repair plans and specifications to SHPO for review and comment, if repair of inadvertent damage resulting from the Project is necessary, to ensure that the work conforms to the Secretary of the Interior's Standards for Rehabilitation. Consult with SHPO to establish a mutually satisfactory time frame for the SHPO's review. TJPA will carry out any repairs required hereunder in accordance with the comments of SHPO.	TJPA	Prior to, during, and following construction	TJPA	TJPA will repair any damage to contributing elements. TJPA will photograph condition of contributing properties prior to the start of the Project to establish the baseline condition for assessing damage. TJPA will consult with property owner(s) about the appropriate level of photographic documentation of building interiors and exteriors, provide a copy of this photographic documentation to the property owner(s), and retain copy on file by TJPA. TJPA will submit repair plans and specifications to SHPO for review and comment, if repair of inadvertent damage is necessary, to ensure conformance to the Secretary of the Interior's Standards for Rehabilitation.
CH 14 – Within 180 days after FTA determines that the Project has been completed, TJPA, in consultation with FTA and SHPO, will re-revaluate the Second and Howard Streets Historic District and determine whether the National Register nomination should be amended or whether the district no longer qualifies for listing and should be removed from the National Register. As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR Part 60 (60.14 and 60.15).	TJPA	Within 180 days after FTA determines that the Project has been completed	TJPA	As appropriate, TJPA will prepare and submit to the FTA and SHPO either an amended nomination or petition for removal, to be processed according to the procedures set forth in 36 CFR part 60 (60.14 and 60.15). TJPA will coordinate these efforts with the CCSF Planning Department.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
CH 15 – Within 45 days following execution of MOA, consult with FTA, SHPO, JPB and CCSF to initiate the process of determining how archaeological properties that may be affected by the Project will be identified, whether and how the NRHP eligibility of such properties may be addressed, and whether and how the Project's effects, if any, on those archaeological properties that may be considered historic properties for purposes of this MOA, may be taken into account. FTA and TJPA to invite Caltrans to participate in this consultation. Determine the time frame for this consultation with the consulting parties through consensus. Consultation will at minimum be informed by, and take into account, the following documents: 1) Attachment 6, "Standard Treatment of Archaeological Sites: Data Recovery Plan," of the "Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Office, and the California Department of Transportation regarding compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of the Federal Aid Highway Program in California;" 2) "Archaeological Research Design and Treatment Plan for SF-480 Terminal Separation Rebuild (Praetzellis and Praetzellis, 1993)" and " The San Francisco-Oakland Bay Bridge, West Approach Replacement: Archaeological Research Design and Treatment Plan (Ziesing, 2000); 3) "Revised Historical Archaeology Research Design for the Central Freeway Replacement Project (Thad M. Van Bueren, Mary Praetzellis, Adrian Praetzellis, Frank Lortie, Brian Ramos, Meg Scantlebury and Judy D. Tordoff)."	TJPA	During preliminary engineering phase	TJPA	SHPO, FTA, SHPO, TJPA, JPB, and CCSF will consult to determine how archaeological properties will be identified, whether and how the NRHP eligibility of such properties may be addressed, and whether and how the Project's effects, if any, on those archaeological properties that may be considered historic properties may be taken into account. Invite Caltrans to participate in this consultation. The consultation will take into account the designated documents.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
CH 16 – If the consulting parties agree that a treatment plan for archaeological properties should be prepared, prepare a Treatment Plan for archaeological resources that provides for the identification, evaluation, and treatment of archaeological properties that may be affected by the Project and that conform to the requirements above of item CH13 1) and take into account the information contained in items CH13 2) and CH13 3) and conform to any other standards, documentation, or guidance that the consulting parties may specify. If the consulting parties agree that the Treatment Plan will address historic archaeological properties as well as prehistoric archaeological properties, ensure that appropriately qualified historians prepare a historic context(s) that will be used by an interdisciplinary team consisting at a minimum of historians and historic archaeologist. The historic context will, at a minimum: 1) identify significant research themes and topics that relate to the historic period(s) addressed by the historic context(s) 2) determine what types of historic archaeological properties, if any, that may usefully and significantly contribute to research themes and topics deemed by the historic context(s) study to be important 3) identify the specific components and constituents (features, artifacts, etc., if any, of historic archaeological property types that can factually and directly, contribute data important to our understanding of significant historic research themes and topics 4) determine the amount (sample size, etc.) of archaeological excavation and related activity that is needed to provide the range and type of factual data that will contribute to our understanding of significant historic research themes and topics	TJPA	During preliminary engineering	TJPA	TJPA will assure completion of comprehensive treatment plan consistent with the content required in the MOA, if the consulting parties agree that a treatment plan for archaeological properties is to be prepared. TJPA shall transmit this plan to the signatories of the MOA. TJPA will ensure that appropriately qualified historians prepare a historic context(s) that includes the specified information for use by an interdisciplinary team consisting at a minimum of historians and historic archaeologist, if the consulting parties agree that the Treatment Plan will address historic archaeological properties as well as prehistoric archaeological properties.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Submit the draft Treatment Plan to the other consulting parties for review and comment. The consulting parties have 45 days from receipt of the draft Treatment Plan to comment in writing to FTA and TJPA. Failure of the consulting parties to respond within this time frame shall not preclude FTA and TJPA from finalizing the draft Treatment Plan to their satisfaction. Before finalizing the draft Treatment Plan, FTA and TJPA to provide the consulting parties with written documentation indicating whether and how the draft Treatment Plan will be modified. Unless any consulting party objects to this documentation in writing to FTA and TJPA within 15 days following receipt, finalize the draft Treatment Plan as deemed appropriate by FTA and TJPA, and proceed to implement the final Treatment Plan.	TJPA	During preliminary engineering phase	TJPA and FTA	TJPA will submit the draft Treatment Plan to the consulting parties for review and comment. Before finalizing the draft Treatment Plan, FTA and TJPA will provide the consulting parties whether and how the draft Treatment Plan will be modified. TJPA will ensure that the consulting parties have 15 days following receipt of notification of the modifications to comment in writing about the proposed modifications. Unless consulting party objects, FTA and TJPA will finalize the draft Treatment Plan as they deem appropriate, and TJPA and FTA will implement the final Treatment Plan.
If FTA and TJPA propose to modify the final Treatment Plan, they will notify the consulting parties concurrently in writing about the proposed modifications. The consulting parties will have 15 days from receipt of notification to comment in writing to FTA and TJPA. Failure of the consulting parties to respond within this time frame shall not preclude FTA and TJPA from modifying the final Treatment Plan to their satisfaction. Before modifying the final Treatment Plan, FTA and TJPA will provide the consulting parties with written documentation indicating whether and how the final Treatment Plan will be modified. Unless any consulting party objects to this documentation in writing to FTA and TJPA within 15 days following receipt, modify the final Treatment Plan as appropriate, and proceed to implement the modified final Treatment Plan.	TJPA	During preliminary engineering phase	TJPA and FTA	FTA and TJPA will provide the consulting parties whether and how the final Treatment Plan will be modified. TJPA will ensure that the consulting parties have 15 days following receipt of notification of the modifications to comment in writing about the proposed modifications. Unless consulting party objects, FTA and TJPA will modify the final Treatment Plan as they deem appropriate, and TJPA and FTA will proceed to implement the modified final Treatment Plan.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
CH 17 – 1) Within two years after FTA, in consultation with TJPA, has determined that all fieldwork required by the Treatment Plan has been completed, prepare a draft technical report that documents the results of implementing the Treatment Plan and distributes this draft technical report to the other MOA signatories for review. The reviewing parties will be afforded 60 days following receipt of the draft technical report to submit any written comments to FTA and TJPA. Failure of the reviewing parties to respond within this time frame shall not preclude FTA from authorizing TJPA to revise the draft technical report as FTA and TJPA deem appropriate.	TJPA	Within two years of completed fieldwork	TJPA and FTA	TJPA will prepare a draft technical report that documents the results of implementing the Treatment Plan and distribute this draft technical report to the other MOA signatories for review. FTA to authorize TJPA to revise draft as deemed appropriate by FTA and TJPA.
FTA will provide the reviewing parties with a written documentation indicating modifications in accordance with any reviewing party comments. Unless the reviewing parties object to this documentation in writing to FTA and TJPA within 30 days following receipt, modify the draft technical report as FTA and TJPA deem appropriate. Thereafter, issue the technical report in final form and distribute this document in accordance with paragraph CH15 2).				FTA will provide the reviewing parties with a written documentation indicating modifications in accordance with any reviewing party comments. Unless any reviewing party objects, FTA and TJA to issue technical report in final form and distribute in accordance with paragraph CH15 2).
2) Distribute copies of the final technical report documenting the results of the Treatment Plan implementation to the other signatory parties, to any consulting Native American Tribe if prehistoric, protohistoric or ethnographic period archaeological properties were located and addressed under the Treatment Plan, and to the appropriate California Historical Resources Information Survey (CHRIS) Regional Information Center, subject to the terms of Stipulation IV. E (CH19).				TJPA will distribute copies of the final technical report documenting the results of Treatment Plan implementation to other signatory parties, to any consulting Native American Tribe, as applicable, and to the appropriate CHRIS Regional Information Center.
3) Prepare a written draft document that communicates in lay terms the results of Treatment Plan implementation to members of the interested public. Distribute this written draft document for review and comment concurrently with and in the same manner as that prescribed for the draft written technical report prescribed by paragraph C.1. of this stipulation. If the draft document prescribed hereunder is a publication such as a report or				TJPA will prepare a written draft document that communicates in lay terms the results of Treatment Plan implementation to members of interested public.

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brochure, then distribute such publication to the other signatory parties, to any consulting Native American Tribe as applicable, and to any other entity that the signatory parties and, as applicable, any consulting Native American Tribe, through consultation as appropriate, subject to the terms of Stipulation IV.E (CH 19).				
4) Prepare a written annual report describing the status of its efforts to comply with the terms of Stipulations II – IV, inclusive, of this MOA. Prepare the annual report following the end of each fiscal year (July 1 to June 30) that this MOA is in effect and distributed ~~d~~ it to all MOA signatories by July 30 of each year until FTA and the SHPO through consultation determine that the requirements of stipulations II – IV, inclusive of this MOA have been satisfactorily completed.	TJPA	During preliminary engineering, final design, and construction	TJPA	TJPA will prepare an annual report describing its efforts to comply with the terms of stipulations II-IV.
CH 18 – If the consulting parties agree that a plan for treatment of archaeological properties will not be prepared, then address any archaeological properties discovered during implementation of any aspect of the Project pursuant to 36 CFR 800.13(b)(3).	TJPA	During construction phase	TJPA	If treatment plan not prepared, TJPA will address any archaeological properties discovered during implementation of any aspect of the Project pursuant to 36 CFR 800.13(b)(3).
CH 19 – The signatories to the MOA acknowledge that historic properties covered by this MOA are subject to the provisions of Section 304 of the National Historic Preservation Act of 1966, as amended, and Section 6254.10 of the California Government Code (Public Records Act), relating to the disclosure of archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are consistent with Section 304 of the National Historic Preservation Act of 1966, as amended, and Section 6254.10 of the California Government Code.	TJPA	During preliminary engineering phase	TJPA	TJPA will acknowledge that historic properties covered by the MOA are subject to the provisions specified in the MOA, relating to the disclosure of archaeological site information. TJPA will ensure that actions and documentation are consistent with same.

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CH 20 – The parties to the MOA agree that Native American burials and related items discovered during implementation of the terms of the MOA and of the Project will be treated in accordance with the requirements of Section 7050.5(b) of the California Health and Safety Code. If, pursuant to Section 7050.5(c) of the California Health and Safety Code, the county coroner/medical examiner determines that the human remains are, or may be of Native American origin, then the discovery shall be treated in accordance with the provisions of Section 5097.98(a)-(d) of the California Public Resources Code. TJPA will ensure that to the extent permitted by applicable law and regulation, the views of any consulting Native American Tribe and the Most Likely Descendant(s) are taken into consideration when decisions are made about the disposition of other Native American archaeological materials and records.	TJPA	Prior to, during, and following construction	TJPA	TJPA agree that Native American burials and related items discovered during implementation of the terms of the MOA and of the Project will be treated in accordance with the requirements specified. If, pursuant to Section 7050.5(c) of the California Health and Safety Code, the county coroner/medical examiner determines that the human remains are, or may be of Native American origin, then the discovery shall be treated in accordance with the provisions specified. TJPA will ensure that to the extent permitted by applicable law and regulation, the views of any consulting Native American Tribe and the Most Likely Descendant(s) are taken into consideration when decisions are made about the disposition of other Native American archaeological materials and records.
Hazardous Materials/Waste – Operations				
HWO 1 – Construct and operate any Caltrain fueling facility in compliance with local, state and Federal regulations regarding handling and storage of hazardous materials. (Caltrain Joint Powers Board (JPB)/TJPA)	Caltrain Joint Powers Board (JPB)	During construction and operations	TJPA	Review design and contract documents to ensure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations. Inspect operations, and comply with all permitting and reporting requirements.

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HWO 2 – Equip diesel fuel pumps with emergency shut-off valves and, in compliance with U.S. EPA requirements, fuel Underground Storage Tanks (USTs) would be equipped with leak detection and monitoring systems.	JPB	During operations	TJPA	Review design and contract documents to ensure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations. Inspect operations, and comply with all permitting and reporting requirements
HWO 3 – Employ the use of secondary containment systems for any aboveground storage tanks.	JPB	During operations	TJPA	Secondary containment to be included in facility design and construction and maintained during operations
HWO 4 – Store cleaning solvents in 55-gallon drums, or other appropriate containers, within a bermed area to provide secondary containment.	JPB	During operations	TJPA	Inspect operations, and comply with all permitting and reporting requirements
HWO 5 – Slope paved surfaces within the fueling facility and the solvent storage area to a sump where any spilled liquids could be recovered for proper disposal.	JPB	During construction and operations	TJPA	Sloped paved surfaces and sump to be included in facility design
HWO 6 – Follow California OSHA and local standards for fire protection and prevention for the handling and storage of fuels and solvents.	JPB	During operations	TJPA	Review design and contract documents to ensure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations. Inspect operations, and comply with all permitting and reporting requirements

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HWO 7 – Prepare a Hazardous Materials Management/Business Plan and file with the CCSF Department of Public Health.	JPB	During final design	TJPA	JPB to prepare and TJPA to file Hazardous Materials Management/ Business Plan with CCSF Department of Public Health (DPH)
Hazardous Materials/Waste – Construction				
HMC 1 – Follow California OSHA and local standards for fire protection and prevention. Handling and storage of fuels and other flammable materials during construction will conform to these requirements, which include appropriate storage of flammable liquids and prohibition of open flames within 50 feet of flammable storage areas.	TJPA	During construction	TJPA	Review design and contract documents to ensure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations.
HMC 2 – Perform detailed investigations of the potential presence of contaminants in soil and groundwater prior to construction, using conventional drilling, sampling, and chemical testing methods. Based on the chemical test results, a mitigation plan will be developed to establish guidelines for the disposal of contaminated soil and discharge of contaminated dewatering effluent, and to generate data to address potential human health and safety issues that may arise as a result of contact with contaminated soil or groundwater during construction. The investigation and mitigation plan will follow the requirements of the City and County of San Francisco's Article 22A in the appropriate areas along the alignment. With construction projects of this nature and magnitude, there are typically two different management strategies that can be employed to address contaminated soil handling and disposal issues. Contaminated soil can be excavated and stockpiled at a centralized location and subsequently sampled and analyzed for disposal profiling purposes in accordance with the requirements of the candidate disposal landfill. Alternatively, soil profiling for	TJPA	During construction	TJPA	Review design and contract documents to ensure compliance with all applicable regulations. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
disposal purposes can be done in-situ so when soil is excavated it is loaded directly on to trucks and hauled to the appropriate landfill facility for disposal based on the in-situ profiling results. A project of this nature could also combine both strategies.				
HMC 3 – Cover with plastic sheeting soils removed during excavation and grading activities that remain at a centralized location for an extended period of time to prevent the generation of fugitive dust emissions that migrate offsite.	TJPA	During construction	TJPA	Review design and contract documents to ensure compliance. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations.
HMC 4 – Use a licensed waste hauler, applying appropriate manifests or bill of lading procedures, as required to haul soil for disposal at a landfill or recycling facility.	TJPA	During construction	TJPA	Review design and contract documents to ensure compliance. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations.
HMC 5 – Use chemical test results for groundwater samples along the alignment to obtain a Batch Discharge Permit under Article 4.1 of the San Francisco Department of Public Works as well as to evaluate requirements for pretreatment prior to discharge to the sanitary sewer. Effluent produced during the dewatering of excavations will be collected in onsite storage tanks and periodically tested, as required under discharge permit requirements, for potential contamination to confirm the need for any treatment prior to discharge. If required, treatment may include: o Settling to allow particulate matter (total suspended solids) to settle out of the effluent in order to reduce the sediment load as well as reduce elevated metal and other contaminant concentrations that may be associated with suspended	TJPA	During construction	TJPA	Review design and contract documents to ensure compliance. Obtain all applicable permits. Inspect construction to ensure compliance with contract documents and regulations. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
sediments; and/or o Construction of a small-scale batch waste water treatment system to remove dissolved contaminants (mainly organic constituents such as petroleum hydrocarbons [gas, diesel, and oils], BTEX, and VOCs) from the dewatering effluent prior to discharge to the sanitary sewer. A treatment system would also likely employ the use of filtration to remove suspended solids.				
HMC 6 – Develop a detailed mitigation plan for the handling of potentially contaminated soil and groundwater prior to starting project construction.	TJPA	During final design	TJPA	Review detailed mitigation plan, include provisions in contract documents and inspect construction to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW. Obtain all applicable permits
HMC 7 – Design dewatering systems to minimize downward migration of contaminants that can result from lowering the water table if necessary based on environmental conditions. As necessary, shallow soils with detected contamination would be dewatered first using wells screened only in those soils. Dewatering of deeper soils would then be performed using wells screened only in the zone to be dewatered. Dewatering wells would be installed using drilling methods that prohibit shallow contaminated soils from being carried deeper into the boreholes.	TJPA	During final design and construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH and DPW
HMC 8 – Require that workers performing activities on site that may involve contact with contaminated soil or groundwater have appropriate health and safety training in accordance with 29 CFR 1910.120. A Worker Health and Safety Plan (HSP) will be developed for the project and monitored for the implementation of the plan on a day-to-day basis by a Certified Industrial Hygienist (CIH). The	TJPA	During construction	TJPA	Provide health-and-safety training prior to start of and at timely intervals during construction. Include requirements in contract documents and monitor construction activities to ensure compliance.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
HSP will include provisions for: • Conducting preliminary site investigations and analysis of potential job hazards; • Personnel protective equipment; • Safe work practices; • Site control; • Exposure monitoring; • Decontamination procedures; and • Emergency response actions. The HSP will specify mitigation of potential worker and public exposure to airborne contaminant migration by incorporating dust suppression techniques in construction procedures. The plan will also specify mitigation of worker and environmental exposure to contaminant migration via surface water runoff pathways by implementation of comprehensive measures to control drainage from excavations and saturated materials excavated during construction.				
HMC 9 – Review existing asbestos surveys, abatement reports, and supplemental asbestos surveys, as warranted. Perform an asbestos survey for buildings to be demolished, as required. Asbestos-containing building materials (ACM) will require abatement prior to building demolition. Removal and disposal of ACM will be performed in accordance with applicable local, state, and federal regulations.	TJPA	During preliminary engineering, final design and construction phases	TJPA	Determine extent of ACM throughout project site. Perform abatement work. prior to demolition. Include all regulatory requirements in contract documents and inspect construction to ensure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH. Obtain all applicable permits.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
HMC 10 – Perform a lead-based paint survey for buildings to be demolished to determine areas where lead-based paint is present and the possible need for abatement prior to demolition.	TJPA	During preliminary engineering prior to building demolitions	TJPA	Determine extent of lead contamination throughout project site. Perform abatement work prior to demolition if necessary. Include all regulatory requirements in contract documents and inspect construction to insure compliance. Where applicable, coordinate with CCSF departments with jurisdiction over activities, such as DPH. Obtain all applicable permits.
Pedestrians				
Ped 1 – Use future construction or redevelopment as opportunities to increase building set-backs thereby increasing sidewalk widths. Particular areas where such widening is most needed include: • The southeast corner of Fremont and Mission streets, • The northeast corner of First and Mission streets, • The north side of Mission Street between First and Fremont, and • Sidewalks south of Howard Street along Folsom, First, Fremont and Beale that are less than 10 feet wide.	Agency and CCSF	During future project reviews in Transbay Terminal area	Agency and CCSF	TJPA will forward guidance to Agency, CCSF Planning Department and DPW.
Ped 2 – Eliminate or reduce sidewalk street furniture such as newspaper boxes and magazine racks in the immediate Transbay Terminal area on corners.	Agency and CCSF	Prior to opening of new Transbay Terminal	Agency and CCSF	TJPA will forward guidance to Agency, CCSF Planning Department and DPW.
Ped 3 – Retime traffic light signalization. This could improve pedestrian levels of service at each of the intersections studies that fall into LOS F.	CCSF	Prior to opening of new Transbay Terminal	CCSF	TJPA will forward guidance to CCSF DPT.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Ped 4 – Provide crosswalk signalization at intersections where they do not exist already, such as Folsom and Beale streets.	CCSF	Prior to opening of new Transbay Terminal	CCSF	TJPA will forward guidance to CCSF DPT.
Ped 5 – Provide cross-walk count-down signals at intersections and cross-walks immediately surrounding the new Transbay Terminal.	CCSF	Prior to opening of new Transbay Terminal	CCSF	TJPA will forward guidance to CCSF DPT.
Ped 6 – Ensure that Transbay Terminal design increases corner and sidewalk widths at the four intersections immediately surrounding the Transbay Terminal.	TJPA and CCSF, DPW	During Transbay Terminal design phase	TJPA	TJPA and CCSF DPW, where applicable, to include sidewalk width expansion during preliminary and final design of new Transbay Terminal
Ped 7 – Provide lights within crosswalks to warn when pedestrians are present in the crosswalk, such as at the cross-walk associated with the mid-block bus loading area.	TJPA	Prior to opening of new Transbay Terminal	TJPA	TJPA to work with CCSF DPT to install cross-walk warnings
Pre-Construction Activities				
PC 1 – Complete a pre-construction building structural survey to determine the integrity of existing buildings adjacent to and over the proposed Caltrain Downtown Extension. Use this survey to finalize detailed construction techniques along the alignment and as the baseline for monitoring construction impacts during and following construction.	TJPA	Prior to preliminary engineering, final design and construction	TJPA	TJPA to perform building surveys during preliminary engineering. TJPA to include measures to protect existing buildings in final design and construction documents. TJPA to review design submittals, contract documents and construction activities to ensure implementation

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
PC 2 – Contact and interview individual businesses along the Caltrain Downtown Extension alignment to gather information and develop an understanding of how these businesses carry out their work. This survey will identify business usage, delivery/shipping patterns, and critical times of the day or year for business activities. Use this information to assist in: (a) the identification of possible techniques during construction to maintain critical business activities, (b) analyze alternative access routes for customers and deliveries to businesses, (c) develop traffic control and detour plans, and (d) finalize construction practices. (TJPA)	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to perform business activity survey during preliminary engineering. TJPA to include measures to maintain business activities and access in final design and construction documents. TJPA to review design submittals, contract documents and construction activities to ensure implementation.
PC 3 – Complete detailed geotechnical investigation, including additional sampling (drilling and core samples) and analyses of subsurface soil/rock conditions. Use this information to design the excavation and its support system to be used in the retained cut, cut-and-cover, and tunnel portions of the Caltrain Downtown Extension.	TJPA	During preliminary engineering and final design	TJPA	TJPA to obtain necessary permits from CCSF prior to performing drilling. TJPA to perform detailed geotechnical investigation during preliminary engineering. TJPA to review design submittals, contract documents and construction activities to ensure proper utilization of information obtained during investigation.
PC 4 – Establish community construction information/outreach program to provide on-going dialogue between the TJPA and the affected community regarding construction impacts and possible mitigation/solutions. Include dedicated personnel for an outreach office in the construction area to deal with construction coordination.	TJPA	During construction	TJPA	TJPA to establish program during final design prior to construction.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
PC 5 – Establish site and field offices located along the Caltrain Downtown Extension alignment. Field office staff, in conjunction with other staff, will: • Provide the community and businesses with a physical location where information pertaining to construction can be exchanged, • Enable TJPA and JPB to better understand community/business needs during the construction period, • Allow TJPA and JPB to participate in local events in an effort to promote public awareness of the project, • Manage construction-related matters pertaining to the public, • Notify property owners, residences, and businesses of major construction activities (e.g., utility relocation/disruption and milestones, re-routing of delivery trucks), • Provide literature to the public and press, • Promote and provide presentations on the project via a Speakers Bureau, • Respond to phone inquires, • Coordinate business outreach programs, • Schedule promotional displays, and • Participate in community committees.	TJPA and JPB	During construction	TJPA	TJPA to establish program during final design and continue during construction.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
PC 6 – Implement an information phone line to provide community members and businesses the opportunity to express their views regarding construction. Review calls received and, as appropriate, forward the message to the necessary party for action (e.g., utility company, fire department, the Resident Engineer in charge of construction operations). Information available from the telephone line will include current project schedule, dates for upcoming community meetings, notice of construction impacts, individual problem solving, construction complaints and general information. Phone service would be provided in English, Cantonese, and Spanish and would be operated on a 24-hour basis.	TJPA	During construction		TJPA to establish informational "Hot Line" during final design and continue during construction.
PC 7 – Develop traffic management plans. Traffic management plans to maintain access to all businesses will be prepared for areas affected by surface or cut-and-cover construction. In addition, daily cleaning of work areas would be performed by contractors for the duration of the construction period. Provisions would be contained in construction contracts to require the maintenance of driveway access to businesses to the extent feasible.	TJPA	During preliminary engineering, final design and construction	TJPA	TJPA to forward traffic management plans to CCSF DPT for review and approval. Include all requirements in construction documents and inspect implementation during construction.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
General Construction Measures				
GC 1 – Disseminate information to community in a timely manner regarding anticipated construction activities.	TJPA	During construction	TJPA	TJPA to initiate program during final design and continue during construction.
GC 2 – Provide signage. Work with establishments affected by construction activities to develop appropriate signage for display that directs both pedestrian and vehicular traffic to businesses via alternate routes.	TJPA	Prior to and during construction	TJPA	TJPA to initiate signage program during final design and monitor contractors' installation during construction.
GC 3 – Install level deck. Install decking at the cut-and-cover sections to be flush with the existing street or sidewalk levels.	TJPA	During construction	TJPA	TJPA to design flush decking during preliminary and final design, include in construction documents and ensure installation during construction.
GC 4 – Provide for efficient sidewalk design and maintenance. Wherever feasible, maintain sidewalks at the existing width during construction. Where a sidewalk must be temporarily narrowed during construction (e.g., deck installation), restore it to its original width during the majority of construction period. (In some places, this may require placing the temporary sidewalk on the deck.) Each sidewalk design should be of good quality and approved by the Resident Engineer prior to construction. Handicapped access will be maintained during construction where feasible.	TJPA	During preliminary engineering and construction	TJPA	TJPA to work with CCSF DPW on design of sidewalk plans during preliminary and final design and ensure installation during construction.
GC 5 – Provide construction site fencing of good quality, capable of supporting the accidental application of the weight of an adult without collapse or major deformation. Where covered walkways or other solid surface fencing is installed, establish a program to allow for art work (e.g., by local students) on the surface(s).	TJPA	During design and construction	TJPA	TJPA to work with CCSF DPW, incorporate requirements in construction documents and inspect installation during construction

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Air Emissions – Construction				
AC 1 – Assure that, as part of the contract provisions, the project contractor is required to implement the measures below at all project construction sites.	TJPA	During development of contract documents	TJPA	Include requirement in contract documents.
AC 2 – Water all active construction areas at least twice daily. Ordinance 175-91, passed by the San Francisco Board of Supervisors on May 6, 1991, requires that non-potable water be used for dust control activities; therefore, the project contractor would be required to obtain reclaimed water from the City's Clean Water Program or other appropriate sources.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 3 – Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 4 – Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 5 – Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 6 – Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 7 – Install sandbags or other erosion control measures to prevent silt runoff to public roadways.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 8 – Replant vegetation in disturbed areas as quickly as possible.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
AC 9 – Minimize use of on-site diesel construction equipment, particularly unnecessary idling.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 10 – Shut off construction equipment to reduce idling when not in direct use.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 11 – Where feasible, replace diesel equipment with electrically powered machinery.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 12 – Locate diesel engines, motors, or equipment as far away as possible from existing residential areas.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance
AC 13 – Properly tune and maintain all diesel power equipment.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 14 – Suspend grading operations during first and second stage smog alerts, and during high winds, i.e., greater than 25 miles per hour.	TJPA	During and following construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
AC 15 – Upon completion of the construction phase, buildings with visible signs of dirt and debris from the construction site shall be power washed and/or painted (given that permission is obtained from the property owner to gain access to and wash the property with no fee charged by the owner).	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.
Visual/Aesthetics - Construction				
VA 1 – Assure that construction crews working at night direct any artificial lighting onto the work site in order to minimize "spill over" light or glare effects on adjacent areas.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.

MITIGATION MEASURE	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
VA 2 – Assure that contractors make all efforts possible to minimize specific aesthetic and visual effects of construction identified by neighborhood businesses and residents.	TJPA	During construction	TJPA	Include requirements in contract documents and monitor construction activities to ensure compliance.

ATTACHMENT 16

Rate and Method of Apportionment

CITY AND COUNTY OF SAN FRANCISCO
COMMUNITY FACILITIES DISTRICT NO. 2014-1
(TRANSBAY TRANSIT CENTER)

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Taxable Parcel in the City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center) shall be levied and collected according to the tax liability determined by the Administrator through the application of the appropriate amount or rate for Square Footage within Taxable Buildings, as described below. All Taxable Parcels in the CFD shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City and TJPA carrying out duties with respect to CFD No. 2014-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the City Controller's Office and/or the City Treasurer and Tax Collector's Office, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City and TJPA in any way related to the establishment or administration of the CFD.

"Administrator" means the Director of the Office of Public Finance who shall be responsible for administering the Special Tax according to this RMA.

"Affordable Housing Project" means a residential or primarily residential project, as determined by the Zoning Authority, within which all Residential Units are Below Market Rate Units. All Land Uses within an Affordable Housing Project are exempt from the Special Tax, as provided in Section G and are subject to the limitations set forth in Section D.4 below.

"Airspace Parcel" means a parcel with an assigned Assessor's Parcel number that constitutes vertical space of an underlying land parcel.

"Apartment Building" means a residential or mixed-use Building within which none of the Residential Units have been sold to individual homebuyers.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel, including an Airspace Parcel, shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel number.

"Authorized Facilities" means those public facilities authorized to be funded by the CFD as set forth in the CFD formation proceedings.

"Base Special Tax" means the Special Tax per square foot that is used to calculate the Maximum Special Tax that applies to a Taxable Parcel pursuant to Sections C.1 and C.2 of this RMA. The Base Special Tax shall also be used to determine the Maximum Special Tax for any Net New Square Footage added to a Taxable Building in the CFD in future Fiscal Years.

"Below Market Rate Units" or **"BMR Units"** means all Residential Units within the CFD that have a deed restriction recorded on title of the property that (i) limits the rental price or sales price of the Residential Unit, (ii) limits the appreciation that can be realized by the owner of such unit, or (iii) in any other way restricts the current or future value of the unit.

"Board" means the Board of Supervisors of the City, acting as the legislative body of CFD No. 2014-1.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, issued, incurred, or assumed by the CFD related to the Authorized Facilities.

"Building" means a permanent enclosed structure that is, or is part of, a Conditioned Project.

"Building Height" means the number of Stories in a Taxable Building, which shall be determined based on the highest Story that is occupied by a Land Use. If only a portion of a Building is a Conditioned Project, the Building Height shall be determined based on the highest Story that is occupied by a Land Use regardless of where in the Building the Taxable Parcels are located. If there is any question as to the Building Height of any Taxable Building in the CFD, the Administrator shall coordinate with the Zoning Authority to make the determination.

"Certificate of Exemption" means a certificate issued to the then-current record owner of a Parcel that indicates that some or all of the Square Footage on the Parcel has prepaid the Special Tax obligation or has paid the Special Tax for thirty Fiscal Years and, therefore, such Square Footage shall, in all future Fiscal Years, be exempt from the levy of Special Taxes in the CFD. The Certificate of Exemption shall identify (i) the Assessor's Parcel number(s) for the Parcel(s)

on which the Square Footage is located, (ii) the amount of Square Footage for which the exemption is being granted, (iii) the first and last Fiscal Year in which the Special Tax had been levied on the Square Footage, and (iv) the date of receipt of a prepayment of the Special Tax obligation, if applicable.

"Certificate of Occupancy" or **"COO"** means the first certificate, including any temporary certificate of occupancy, issued by the City to confirm that a Building or a portion of a Building has met all of the building codes and can be occupied for residential and/or non-residential use. For purposes of this RMA, "Certificate of Occupancy" shall not include any certificate of occupancy that was issued prior to January 1, 2013 for a Building within the CFD; however, any subsequent certificates of occupancy that are issued for new construction or expansion of the Building shall be deemed a Certificate of Occupancy and the associated Parcel(s) shall be categorized as Taxable Parcels if the Building is, or is part of, a Conditioned Project and a Tax Commencement Letter has been provided to the Administrator for the Building.

"CFD" or **"CFD No. 2014-1"** means the City and County of San Francisco Community Facilities District No. 2014-1 (Transbay Transit Center).

"Child Care Square Footage" means, collectively, the Exempt Child Care Square Footage and Taxable Child Care Square Footage within a Taxable Building in the CFD.

"City" means the City and County of San Francisco.

"Conditioned Project" means a Development Project that is required to participate in funding Authorized Facilities through the CFD.

"Converted Apartment Building" means a Taxable Building that had been designated as an Apartment Building within which one or more Residential Units are subsequently sold to a buyer that is not a Landlord.

"Converted For-Sale Unit" means, in any Fiscal Year, an individual Market Rate Unit within a Converted Apartment Building for which an escrow has closed, on or prior to June 30 of the preceding Fiscal Year, in a sale to a buyer that is not a Landlord.

"County" means the City and County of San Francisco.

"CPC" means the Capital Planning Committee of the City and County of San Francisco, or if the Capital Planning Committee no longer exists, "CPC" shall mean the designated staff member(s) within the City and/or TJPA that will recommend issuance of Tax Commencement Authorizations for Conditioned Projects within the CFD.

"Development Project" means a residential, non-residential, or mixed-use development that includes one or more Buildings, or portions thereof, that are planned and entitled in a single application to the City.

"Exempt Child Care Square Footage" means Square Footage within a Taxable Building that, at the time of issuance of a COO, is determined by the Zoning Authority to be reserved for one or more licensed child care facilities. If a prepayment is made in association with any Taxable Child Care Square Footage, such Square Footage shall also be deemed Exempt Child Care Square Footage beginning in the Fiscal Year following receipt of the prepayment.

"Exempt Parking Square Footage" means the Square Footage of parking within a Taxable Building that, pursuant to Sections 151.1 and 204.5 of the Planning Code, is estimated to be needed to serve Land Uses within a building in the CFD, as determined by the Zoning Authority. If a prepayment is made in association with any Taxable Parking Square Footage, such Square Footage shall also be deemed Exempt Parking Square Footage beginning in the Fiscal Year following receipt of the prepayment.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"For-Sale Residential Square Footage" or **"For-Sale Residential Square Foot"** means Square Footage that is or is expected to be part of a For-Sale Unit. The Zoning Authority shall make the determination as to the For-Sale Residential Square Footage within a Taxable Building in the CFD. For-Sale Residential Square Foot means a single square-foot unit of For-Sale Residential Square Footage.

"For-Sale Unit" means (i) in a Taxable Building that is not a Converted Apartment Building: a Market Rate Unit that has been, or is available or expected to be, sold, and (ii) in a Converted Apartment Building, a Converted For-Sale Unit. The Administrator shall make the final determination as to whether a Market Rate Unit is a For-Sale Unit or a Rental Unit.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which CFD No. 2014-1 Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Initial Annual Adjustment Factor" means, as of July 1 of any Fiscal Year, the Annual Infrastructure Construction Cost Inflation Estimate published by the Office of the City Administrator's Capital Planning Group and used to calculate the annual adjustment to the City's development impact fees that took effect as of January 1 of the prior Fiscal Year pursuant to Section 409(b) of the Planning Code, as may be amended from time to time. If changes are made to the office responsible for calculating the annual adjustment, the name of the inflation index, or the date on which the development fee adjustment takes effect, the Administrator shall continue to rely on whatever annual adjustment factor is applied to the City's development impact fees in order to calculate adjustments to the Base Special Taxes pursuant to Section D.1 below. Notwithstanding the foregoing, the Base Special Taxes shall, in no Fiscal Year, be increased or decreased by more than two percent (2%) of the amount in effect in the prior Fiscal Year.

"Initial Square Footage" means, for any Taxable Building in the CFD, the aggregate Square Footage of all Land Uses within the Building, as determined by the Zoning Authority upon issuance of the COO.

"IPIC" means the Interagency Plan Implementation Committee, or if the Interagency Plan Implementation Committee no longer exists, "IPIC" shall mean the designated staff member(s) within the City and/or TJPA that will recommend issuance of Tax Commencement Authorizations for Conditioned Projects within the CFD.

"Land Use" means residential, office, retail, hotel, parking, or child care use. For purposes of this RMA, the City shall have the final determination of the actual Land Use(s) on any Parcel within the CFD.

"Landlord" means an entity that owns at least twenty percent (20%) of the Rental Units within an Apartment Building or Converted Apartment Building.

"Market Rate Unit" means a Residential Unit that is not a Below Market Rate Unit.

"**Maximum Special Tax"** means the greatest amount of Special Tax that can be levied on a Taxable Parcel in the CFD in any Fiscal Year, as determined in accordance with Section C below.

"Net New Square Footage" means any Square Footage added to a Taxable Building after the Initial Square Footage in the Building has paid Special Taxes in one or more Fiscal Years.

"Office/Hotel Square Footage" or **"Office/Hotel Square Foot"** means Square Footage that is or is expected to be: (i) Square Footage of office space in which professional, banking, insurance, real estate, administrative, or in-office medical or dental activities are conducted, (ii) Square Footage that will be used by any organization, business, or institution for a Land Use that does not meet the definition of For-Sale Residential Square Footage Rental Residential Square Footage, or Retail Square Footage, including space used for cultural, educational, recreational, religious, or social service facilities, (iii) Taxable Child Care Square Footage, (iv) Square Footage in a residential care facility that is staffed by licensed medical professionals, and (v) any other Square Footage within a Taxable Building that does not fall within the definition provided for other Land Uses in this RMA. Notwithstanding the foregoing, street-level retail bank branches, real estate brokerage offices, and other such ground-level uses that are open to the public shall be categorized as Retail Square Footage pursuant to the Planning Code. Office/Hotel Square Foot means a single square-foot unit of Office/Hotel Square Footage.

For purposes of this RMA, "Office/Hotel Square Footage" shall also include Square Footage that is or is expected to be part of a non-residential structure that constitutes a place of lodging, providing temporary sleeping accommodations and related facilities. All Square Footage that shares an Assessor's Parcel number within such a non-residential structure, including Square Footage of restaurants, meeting and convention facilities, gift shops, spas, offices, and other related uses shall be categorized as Office/Hotel Square Footage. If there are separate Assessor's Parcel numbers for these other uses, the Administrator shall apply the Base Special Tax for Retail Square Footage to determine the Maximum Special Tax for Parcels on which a restaurant, gift shop, spa, or other retail use is located or anticipated, and the Base Special Tax for Office/Hotel Square Footage shall be used to determine the Maximum Special Tax for Parcels on

which other uses in the building are located. The Zoning Authority shall make the final determination as to the amount of Office/Hotel Square Footage within a building in the CFD.

"Planning Code" means the Planning Code of the City and County of San Francisco, as may be amended from time to time.

"Proportionately" means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Taxable Parcels.

"Rental Residential Square Footage" or **"Rental Residential Square Foot"** means Square Footage that is or is expected to be used for one or more of the following uses: (i) Rental Units, (ii) any type of group or student housing which provides lodging for a week or more and may or may not have individual cooking facilities, including but not limited to boarding houses, dormitories, housing operated by medical institutions, and single room occupancy units, or (iii) a residential care facility that is not staffed by licensed medical professionals. The Zoning Authority shall make the determination as to the amount of Rental Residential Square Footage within a Taxable Building in the CFD. Rental Residential Square Foot means a single square-foot unit of Rental Residential Square Footage.

"Rental Unit" means (i) all Market Rate Units within an Apartment Building, and (ii) all Market Rate Units within a Converted Apartment Building that have yet to be sold to an individual homeowner or investor. "Rental Unit" shall not include any Residential Unit which has been purchased by a homeowner or investor and subsequently offered for rent to the general public. The Administrator shall make the final determination as to whether a Market Rate Unit is a For-Sale Unit or a Rental Unit.

"Retail Square Footage" or **"Retail Square Foot"** means Square Footage that is or, based on the Certificate of Occupancy, will be Square Footage of a commercial establishment that sells general merchandise, hard goods, food and beverage, personal services, and other items directly to consumers, including but not limited to restaurants, bars, entertainment venues, health clubs, laundromats, dry cleaners, repair shops, storage facilities, and parcel delivery shops. In addition, all Taxable Parking Square Footage in a Building, and all street-level retail bank branches, real estate brokerages, and other such ground-level uses that are open to the public, shall be categorized as Retail Square Footage for purposes of calculating the Maximum Special Tax pursuant to Section C below. The Zoning Authority shall make the final determination as to the amount of Retail Square Footage within a Taxable Building in the CFD. Retail Square Foot means a single square-foot unit of Retail Square Footage.

"Residential Unit" means an individual townhome, condominium, live/work unit, or apartment within a Building in the CFD.

"Residential Use" means (i) any and all Residential Units within a Taxable Building in the CFD, (ii) any type of group or student housing which provides lodging for a week or more and may or may not have individual cooking facilities, including but not limited to boarding houses,

dormitories, housing operated by medical institutions, and single room occupancy units, and (iii) a residential care facility that is not staffed by licensed medical professionals.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds, (iii) create and/or replenish reserve funds for the Bonds to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (ii) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay such costs as determined by the Administrator.

"Square Footage" means, for any Taxable Building in the CFD, the net saleable or leasable square footage of each Land Use on each Taxable Parcel within the Building, as determined by the Zoning Authority. If a building permit is issued to increase the Square Footage on any Taxable Parcel, the Administrator shall, in the first Fiscal Year after the final building permit inspection has been conducted in association with such expansion, work with the Zoning Authority to recalculate (i) the Square Footage of each Land Use on each Taxable Parcel, and (ii) the Maximum Special Tax for each Taxable Parcel based on the increased Square Footage. The final determination of Square Footage for each Land Use on each Taxable Parcel shall be made by the Zoning Authority.

"Story" or **"Stories"** means a portion or portions of a Building, except a mezzanine as defined in the City Building Code, included between the surface of any floor and the surface of the next floor above it, or if there is no floor above it, then the space between the surface of the floor and the ceiling next above it.

"Taxable Building" means, in any Fiscal Year, any Building within the CFD that is, or is part of, a Conditioned Project, and for which a Certificate of Occupancy was issued and a Tax Commencement Authorization was received by the Administrator on or prior to June 30 of the preceding Fiscal Year. If only a portion of the Building is a Conditioned Project, as determined by the Zoning Authority, that portion of the Building shall be treated as a Taxable Building for purposes of this RMA.

"Tax Commencement Authorization" means a written authorization issued by the Administrator upon the recommendations of the IPIC and CPC in order to initiate the levy of the Special Tax on a Conditioned Project that has been issued a COO.

"Taxable Child Care Square Footage" means the amount of Square Footage determined by subtracting the Exempt Child Care Square Footage within a Taxable Building from the total net leasable square footage within a Building that is used for licensed child care facilities, as determined by the Zoning Authority.

"Taxable Parcel" means, within a Taxable Building, any Parcel that is not exempt from the Special Tax pursuant to law or Section G below. If, in any Fiscal Year, a Special Tax is levied on only Net New Square Footage in a Taxable Building, only the Parcel(s) on which the Net New Square Footage is located shall be Taxable Parcel(s) for purposes of calculating and levying the Special Tax pursuant to this RMA.

"Taxable Parking Square Footage" means Square Footage of parking in a Taxable Building that is determined by the Zoning Authority not to be Exempt Parking Square Footage.

"TJPA" means the Transbay Joint Powers Authority.

"Zoning Authority" means either the City Zoning Administrator, the Executive Director of the San Francisco Office of Community Investment and Infrastructure, or an alternate designee from the agency or department responsible for the approvals and entitlements of a project in the CFD. If there is any doubt as to the responsible party, the Administrator shall coordinate with the City Zoning Administrator to determine the appropriate party to serve as the Zoning Authority for purposes of this RMA.

B. DATA FOR CFD ADMINISTRATION

On or after July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Taxable Parcels in the CFD. In order to identify Taxable Parcels, the Administrator shall confirm which Buildings in the CFD have been issued both a Tax Commencement Authorization and a COO.

The Administrator shall also work with the Zoning Authority to confirm: (i) the Building Height for each Taxable Building, (ii) the For-Sale Residential Square Footage, Rental Residential Square Footage, Office/Hotel Square Footage, and Retail Square Footage on each Taxable Parcel, (iii) if applicable, the number of BMR Units and aggregate Square Footage of BMR Units within the Building, (iv) whether any of the Square Footage on a Parcel is subject to a Certificate of Exemption, and (v) the Special Tax Requirement for the Fiscal Year. In each Fiscal Year, the Administrator shall also keep track of how many Fiscal Years the Special Tax has been levied on each Parcel within the CFD. If there is Initial Square Footage and Net New Square Footage on a Parcel, the Administrator shall separately track the duration of the Special Tax levy in order to ensure compliance with Section F below.

In any Fiscal Year, if it is determined by the Administrator that (i) a parcel map or condominium plan for a portion of property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), and (ii) the Assessor does not yet recognize the newly-created parcels, the Administrator shall calculate the Special Tax that applies separately to each newly-created parcel, then applying the sum of the individual Special Taxes to the Assessor's Parcel that was subdivided by recordation of the parcel map or condominium plan.

C. DETERMINATION OF THE MAXIMUM SPECIAL TAX

1. Base Special Tax

Once the Building Height of, and Land Use(s) within, a Taxable Building have been identified, the Base Special Tax to be used for calculation of the Maximum Special Tax for each Taxable Parcel within the Building shall be determined based on reference to the applicable table(s) below:

FOR-SALE RESIDENTIAL SQUARE FOOTAGE

Building Height	*Base Special Tax Fiscal Year 2013-14**
1 – 5 Stories	$4.71 per For-Sale Residential Square Foot
6 – 10 Stories	$5.02 per For-Sale Residential Square Foot
11 – 15 Stories	$6.13 per For-Sale Residential Square Foot
16 – 20 Stories	$6.40 per For-Sale Residential Square Foot
21 – 25 Stories	$6.61 per For-Sale Residential Square Foot
26 – 30 Stories	$6.76 per For-Sale Residential Square Foot
31 – 35 Stories	$6.88 per For-Sale Residential Square Foot
36 – 40 Stories	$7.00 per For-Sale Residential Square Foot
41 – 45 Stories	$7.11 per For Sale Residential Square Foot
46 – 50 Stories	$7.25 per For-Sale Residential Square Foot
More than 50 Stories	$7.36 per For-Sale Residential Square Foot

RENTAL RESIDENTIAL SQUARE FOOTAGE

Building Height	*Base Special Tax Fiscal Year 2013-14**
1 – 5 Stories	$4.43 per Rental Residential Square Foot
6 – 10 Stories	$4.60 per Rental Residential Square Foot
11 – 15 Stories	$4.65 per Rental Residential Square Foot
16 – 20 Stories	$4.68 per Rental Residential Square Foot
21 – 25 Stories	$4.73 per Rental Residential Square Foot
26 – 30 Stories	$4.78 per Rental Residential Square Foot
31 – 35 Stories	$4.83 per Rental Residential Square Foot
36 – 40 Stories	$4.87 per Rental Residential Square Foot
41 – 45 Stories	$4.92 per Rental Residential Square Foot
46 – 50 Stories	$4.98 per Rental Residential Square Foot
More than 50 Stories	$5.03 per Rental Residential Square Foot

OFFICE/HOTEL SQUARE FOOTAGE

Building Height	*Base Special Tax Fiscal Year 2013-14**
1 – 5 Stories	$3.45 per Office/Hotel Square Foot
6 – 10 Stories	$3.56 per Office/Hotel Square Foot
11 – 15 Stories	$4.03 per Office/Hotel Square Foot
16 – 20 Stories	$4.14 per Office/Hotel Square Foot
21 – 25 Stories	$4.25 per Office/Hotel Square Foot
26 – 30 Stories	$4.36 per Office/Hotel Square Foot
31 – 35 Stories	$4.47 per Office/Hotel Square Foot
36 – 40 Stories	$4.58 per Office/Hotel Square Foot
41 – 45 Stories	$4.69 per Office/Hotel Square Foot
46 – 50 Stories	$4.80 per Office/Hotel Square Foot
More than 50 Stories	$4.91 per Office/Hotel Square Foot

RETAIL SQUARE FOOTAGE

Building Height	*Base Special Tax Fiscal Year 2013-14**
N/A	$3.18 per Retail Square Foot

** The Base Special Tax rates shown above for each Land Use shall escalate as set forth in Section D.1 below.*

2. Determining the Maximum Special Tax for Taxable Parcels

Upon issuance of a Tax Commencement Authorization and the first Certificate of Occupancy for a Taxable Building within a Conditioned Project that is not an Affordable Housing Project, the

Administrator shall coordinate with the Zoning Authority to determine the Square Footage of each Land Use on each Taxable Parcel. The Administrator shall then apply the following steps to determine the Maximum Special Tax for the next succeeding Fiscal Year for each Taxable Parcel in the Taxable Building:

Step 1. Determine the Building Height for the Taxable Building for which a Certificate of Occupancy was issued.

Step 2. Determine the For-Sale Residential Square Footage and/or Rental Residential Square Footage for all Residential Units on each Taxable Parcel, as well as the Office/Hotel Square Footage and Retail Square Footage on each Taxable Parcel.

Step 3. ***For each Taxable Parcel that includes only For-Sale Units***, multiply the For-Sale Residential Square Footage by the applicable Base Special Tax from Section C.1 to determine the Maximum Special Tax for the Taxable Parcel.

Step 4. ***For each Taxable Parcel that includes only Rental Units***, multiply the Rental Residential Square Footage by the applicable Base Special Tax from Section C.1 to determine the Maximum Special Tax for the Taxable Parcel.

Step 5. ***For each Taxable Parcel that includes only Residential Uses other than Market Rate Units***, net out the Square Footage associated with any BMR Units and multiply the remaining Rental Residential Square Footage (if any) by the applicable Base Special Tax from Section C.1 to determine the Maximum Special Tax for the Taxable Parcel.

Step 6. ***For each Taxable Parcel that includes only Office/Hotel Square Footage***, multiply the Office/Hotel Square Footage on the Parcel by the applicable Base Special Tax from Section C.1 to determine the Maximum Special Tax for the Taxable Parcel.

Step 7. ***For each Taxable Parcel that includes only Retail Square Footage***, multiply the Retail Square Footage on the Parcel by the applicable Base Special Tax from Section C.1 to determine the Maximum Special Tax for the Taxable Parcel.

Step 8. ***For Taxable Parcels that include multiple Land Uses,*** separately determine the For-Sale Residential Square Footage, Rental Residential Square Footage, Office/Hotel Square Footage, and/or Retail Square Footage. Multiply the Square Footage of each Land Use by the applicable Base Special Tax from Section C.1, and sum the individual amounts to determine the aggregate Maximum Special Tax for the Taxable Parcel for the first succeeding Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. *Annual Escalation of Base Special Tax*

The Base Special Tax rates identified in Section C.1 are applicable for fiscal year 2013-14. Beginning July 1, 2014 and each July 1 thereafter, the Base Special Taxes shall be adjusted by the Initial Annual Adjustment Factor. The Base Special Tax rates shall be used to calculate the Maximum Special Tax for each Taxable Parcel in a Taxable Building for the first Fiscal Year in which the Building is a Taxable Building, as set forth in Section C.2 and subject to the limitations set forth in Section D.3.

2. Adjustment of the Maximum Special Tax

After a Maximum Special Tax has been assigned to a Parcel for its first Fiscal Year as a Taxable Parcel pursuant to Section C.2 and Section D.1, the Maximum Special Tax shall escalate for subsequent Fiscal Years beginning July 1 of the Fiscal Year after the first Fiscal Year in which the Parcel was a Taxable Parcel, and each July 1 thereafter, by two percent (2%) of the amount in effect in the prior Fiscal Year. In addition to the foregoing, the Maximum Special Tax assigned to a Taxable Parcel shall be increased in any Fiscal Year in which the Administrator determines that Net New Square Footage was added to the Parcel in the prior Fiscal Year.

3. Converted Apartment Buildings

If an Apartment Building in the CFD becomes a Converted Apartment Building, the Administrator shall rely on information from the County Assessor, site visits to the sales office, data provided by the entity that is selling Residential Units within the Building, and any other available source of information to track sales of Residential Units. In the first Fiscal Year in which there is a Converted For-Sale Unit within the Building, the Administrator shall determine the applicable Base Maximum Special Tax for For-Sale Residential Units for that Fiscal Year. Such Base Maximum Special Tax shall be used to calculate the Maximum Special Tax for all Converted For-Sale Units in the Building in that Fiscal Year. In addition, this Base Maximum Special Tax, escalated each Fiscal Year by two percent (2%) of the amount in effect in the prior Fiscal Year, shall be used to calculate the Maximum Special Tax for all future Converted For-Sale Units within the Building. Solely for purposes of calculating Maximum Special Taxes for Converted For-Sale Units within the Converted Apartment Building, the adjustment of Base Maximum Special Taxes set forth in Section D.1 shall not apply. All Rental Residential Square Footage within the Converted Apartment Building shall continue to be subject to the Maximum Special Tax for Rental Residential Square Footage until such time as the units become Converted For-Sale Units. The Maximum Special Tax for all Taxable Parcels within the Building shall escalate each Fiscal Year by two percent (2%) of the amount in effect in the prior Fiscal Year.

4. BMR Unit/Market Rate Unit Transfers

If, in any Fiscal Year, the Administrator determines that a Residential Unit that had previously been designated as a BMR Unit no longer qualifies as such, the Maximum Special Tax on the

new Market Rate Unit shall be established pursuant to Section C.2 and adjusted, as applicable, by Sections D.1 and D.2. If a Market Rate Unit becomes a BMR Unit after it has been taxed in prior Fiscal Years as a Market Rate Unit, the Maximum Special Tax on such Residential Unit shall not be decreased unless: (i) a BMR Unit is simultaneously redesignated as a Market Rate Unit, and (ii) such redesignation results in a Maximum Special Tax on the new Market Rate Unit that is greater than or equal to the Maximum Special Tax that was levied on the Market Rate Unit prior to the swap of units. If, based on the Building Height or Square Footage, there would be a reduction in the Maximum Special Tax due to the swap, the Maximum Special Tax that applied to the former Market Rate Unit will be transferred to the new Market Rate Unit regardless of the Building Height and Square Footage associated with the new Market Rate Unit.

5. Changes in Land Use on a Taxable Parcel

If any Square Footage that had been taxed as For-Sale Residential Square Footage, Rental Residential Square Footage, Office/Hotel Square Footage, or Retail Square Footage in a prior Fiscal Year is rezoned or otherwise changes Land Use, the Administrator shall apply the applicable subsection in Section C.2 to calculate what the Maximum Special Tax would be for the Parcel based on the new Land Use(s). If the amount determined is greater than the Maximum Special Tax that applied to the Parcel prior to the Land Use change, the Administrator shall increase the Maximum Special Tax to the amount calculated for the new Land Uses. If the amount determined is less than the Maximum Special Tax that applied prior to the Land Use change, there will be no change to the Maximum Special Tax for the Parcel. Under no circumstances shall the Maximum Special Tax on any Taxable Parcel be reduced, regardless of changes in Land Use or Square Footage on the Parcel, including reductions in Square Footage that may occur due to demolition, fire, water damage, or acts of God. In addition, if a Taxable Building within the CFD that had been subject to the levy of Special Taxes in any prior Fiscal Year becomes all or part of an Affordable Housing Project, the Parcel(s) shall continue to be subject to the Maximum Special Tax that had applied to the Parcel(s) before they became part of the Affordable Housing Project. All Maximum Special Taxes determined pursuant to Section C.2 shall be adjusted, as applicable, by Sections D.1 and D.2.

6. Prepayments

If a Parcel makes a prepayment pursuant to Section H below, the Administrator shall issue the owner of the Parcel a Certificate of Exemption for the Square Footage that was used to determine the prepayment amount, and no Special Tax shall be levied on the Parcel in future Fiscal Years unless there is Net New Square Footage added to a Building on the Parcel. Thereafter, a Special Tax calculated based solely on the Net New Square Footage on the Parcel shall be levied for up to thirty Fiscal Years, subject to the limitations set forth in Section F below. Notwithstanding the foregoing, any Special Tax that had been levied against, but not yet collected from, the Parcel is still due and payable, and no Certificate of Exemption shall be issued until such amounts are fully paid. If a prepayment is made in order to exempt Taxable Child Care Square Footage on a Parcel on which there are multiple Land Uses, the Maximum Special Tax for the Parcel shall be recalculated based on the exemption of this Child Care Square Footage which shall, after such prepayment, be designated as Exempt Child Care Square Footage and remain exempt in all Fiscal Years after the prepayment has been received.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied Proportionately on each Taxable Parcel up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied on Taxable Parcels is equal to the Special Tax Requirement.

F. COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 2014-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected from the first Fiscal Year in which a Parcel is designated as a Taxable Parcel until the principal and interest on all Bonds have been paid, the City's costs of constructing or acquiring Authorized Facilities from Special Tax proceeds have been paid, and all Administrative Expenses have been paid or reimbursed. Notwithstanding the foregoing, the Special Tax shall not be levied on any Square Footage in the CFD for more than thirty-seven Fiscal Years, except that a Special Tax that was lawfully levied in or before the final Fiscal Year and that remains delinquent may be collected in subsequent Fiscal Years. After a Building or a particular block of Square Footage within a Building (i.e., Initial Square Footage vs. Net New Square Footage) has paid the Special Tax for thirty-seven Fiscal Years, the then-current record owner of the Parcel(s) on which that Square Footage is located shall be issued a Certificate of Exemption for such Square Footage. Notwithstanding the foregoing, the Special Tax shall cease to be levied, and a Release of Special Tax Lien shall be recorded against all Parcels in the CFD that are still subject to the Special Tax, after the Special Tax has been levied in the CFD for eighty-two Fiscal Years.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against Residential Uses shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied on: (i) Square Footage for which a prepayment has been received and a Certificate of Exemption issued, (ii) Below Market Rate Units except as otherwise provided in Sections D.3 and D.4, (iii) Affordable Housing Projects, including all Residential Units, Retail Square Footage, and Office Square Footage within buildings that are part of an Affordable Housing Project, except as otherwise provided in Section D.4, and (iv) Exempt Child Care Square Footage.

H. PREPAYMENT OF SPECIAL TAX

The Special Tax obligation applicable to Square Footage in a building may be fully prepaid as described herein, provided that a prepayment may be made only if (i) the Parcel is a Taxable Parcel, and (ii) there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. Any prepayment made by a Parcel owner must satisfy the Special Tax obligation associated with all Square Footage on the Parcel that is subject to the Special Tax at the time the prepayment is calculated. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for the Square Footage on such Assessor's Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount for a Taxable Parcel shall be calculated as follows:

Step 1: Determine the Square Footage of each Land Use on the Parcel.

Step 2: Determine how many Fiscal Years the Square Footage on the Parcel has paid the Special Tax, which may be a separate total for Initial Square Footage and Net New Square Footage on the Parcel. If a Special Tax has been levied, but not yet paid, in the Fiscal Year in which the prepayment is being calculated, such Fiscal Year will be counted as a year in which the Special Tax was paid, but a Certificate of Exemption shall not be issued until such Special Taxes are received by the City's Office of the Treasurer and Tax Collector.

Step 3: Subtract the number of Fiscal Years for which the Special Tax has been paid (as determined in Step 2) from 37 to determine the remaining number of Fiscal Years for which Special Taxes are due from the Square Footage for which the prepayment is being made. This calculation would result in a different remainder for Initial Square Footage and Net New Square Footage within a building.

Step 4: Separately for Initial Square Footage and Net New Square Footage, and separately for each Land Use on the Parcel, multiply the amount of Square Footage by the applicable Maximum Special Tax that would apply to such Square Footage in each of the remaining Fiscal Years, taking into account the 2% escalator set forth in Section D.2, to determine the annual stream of Maximum Special Taxes that could be collected in future Fiscal Years.

Step 5: For each Parcel for which a prepayment is being made, sum the annual amounts calculated for each Land Use in Step 4 to determine the annual Maximum Special Tax that could have been levied on the Parcel in each of the remaining Fiscal Years.

Step 6. Calculate the net present value of the future annual Maximum Special Taxes that were determined in Step 5 using, as the discount rate for the net present value calculation, the true interest cost (TIC) on the Bonds as identified by the Office of Public Finance. If there is more than one series of Bonds outstanding at the time of the prepayment calculation, the Administrator shall determine the weighted average TIC based on the Bonds from each series that remain outstanding. The amount determined pursuant to this Step 6 is the required prepayment for each Parcel. Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Square Footage that remains subject to the Special Tax after the proposed prepayment is less than 110% of debt service on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which 110% debt service coverage is realized.

Once a prepayment has been received by the City, a Certificate of Exemption shall be issued to the owner of the Parcel indicating that all Square Footage that was the subject of such prepayment shall be exempt from Special Taxes.

I. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and revise this RMA to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, as long as such interpretation, clarification, or revision does not materially affect the levy and collection of the Special Taxes and any security for any Bonds.

J. SPECIAL TAX APPEALS

Any taxpayer who wishes to challenge the accuracy of computation of the Special Tax in any Fiscal Year may file an application with the Administrator. The Administrator, in consultation with the City Attorney, shall promptly review the taxpayer's application. If the Administrator concludes that the computation of the Special Tax was not correct, the Administrator shall correct the Special Tax levy and, if applicable in any case, a refund shall be granted. If the Administrator concludes that the computation of the Special Tax was correct, then such determination shall be final and conclusive, and the taxpayer shall have no appeal to the Board from the decision of the Administrator.

The filing of an application or an appeal shall not relieve the taxpayer of the obligation to pay the Special Tax when due.

Nothing in this Section J shall be interpreted to allow a taxpayer to bring a claim that would otherwise be barred by applicable statutes of limitation set forth in the Act or elsewhere in applicable law.

ATTACHMENT 17

Unit Mix and Location of Units

Attachment 17

Area Median Income (AMI) Distribution of BMR Units

OCII Affordable Project

1 BR	42
2 BR	19
3 BR	15
Total	**76**

Unit Type	33% of Total	33% of Total	33% of Total	
	80% AMI	90% AMI	100% AMI	Total
1 BR	14	14	14	**42**
2 BR	6	7	6	**19**
3 BR	5	5	5	**15**
Total	**25**	**26**	**25**	**76**

Developer Inclusionary Project

1 BR	30
2 BR	45
3 BR	5
Total	**80**

	62.5% of Total	37.5% of Total	
	100% AMI	120% AMI	Total
1 BR	19	11	30
2 BR	28	17	45
3 BR	3	2	5
Total	**50**	**30**	**80**

Total BMR Units	**156**

Attachment 17

Area Median Income (AMI) Designations of OCII-Sponsored Podium Affordable Units

OCII Affordable Project

FLOOR	*BR TYPE*	*80% AMI*	*90% AMI*	*100% AMI*	*Unit Type (per BR) Total per Level*
LEVEL 1	1BR				0
	2BR				0
	3BR				0
	Unit Count Per AMI Level		**0**	**0**	**0**
LEVEL 2	1BR	2	2	2	6
	2BR	2	2	1	5
	3BR			1	1
	Unit Count Per AMI Level	**4**	**4**	**4**	**12**
LEVEL 3	1BR	2	3	3	8
	2BR	1	1	1	3
	3BR	1	1		2
	Unit Count Per AMI Level	**4**	**5**	**4**	**13**
LEVEL 4	1BR	3	2	3	8
	2BR	1	1	1	3
	3BR		1	1	2
	Unit Count Per AMI Level	**4**	**4**	**5**	**13**
LEVEL 5	1BR	3	3	2	8
	2BR	1	1	1	3
	3BR	1		1	2
	Unit Count Per AMI Level	**5**	**4**	**4**	**13**
LEVEL 6	1BR	2	3	3	8
	2BR	1	1	1	3
	3BR	1	1		2
	Unit Count Per AMI Level	**4**	**5**	**4**	**13**
LEVEL 7	1BR	1		1	2
	2BR			1	1
	3BR	1	1	1	3
	Unit Count Per AMI Level	**2**	**1**	**3**	**6**
LEVEL 8	1BR	1	1		2
	2BR		1		1
	3BR	1	2		3
	Unit Count Per AMI Level	**2**	**4**	**0**	**6**

AMI Levels	*Units @ 80% AMI*	*Units @ 90% AMI*	*Units @ 100% AMI*	*Total per BR*
1BR	14	14	14	42
2BR	6	7	6	19
3BR	5	6	4	15
Total	**25**	**27**	**24**	**76**

Attachment 17

Area Median Income (AMI) Designations of Inclusionary Units

Developer Inclusionary Project

FLOOR	*BR TYPE*	*100% AMI*	*120% AMI*	*Unit Type (per BR) Total per Level*
LEVEL 1	1BR	0	0	0
	2BR	2	2	4
	3BR	0	0	0
	Subtotal	**2**	**2**	**4**
LEVEL 2	1BR	2	1	3
	2BR	3	3	6
	3BR	1	0	1
	Subtotal	**6**	**4**	**10**
LEVEL 3	1BR	3	2	5
	2BR	3	1	4
	3BR	0	1	1
	Subtotal	**6**	**4**	**10**
LEVEL 4	1BR	3	2	5
	2BR	3	1	4
	3BR			0
	Subtotal	**6**	**3**	**9**
LEVEL 5	1BR		1	1
	2BR	2	1	3
	3BR	1		1
	Subtotal	**3**	**2**	**5**
LEVEL 6	1BR			0
	2BR	1	1	2
	3BR	1		1
	Subtotal	**2**	**1**	**3**
LEVEL 7	1BR			0
	2BR	1	1	2
	3BR		1	1
	Subtotal	**1**	**2**	**3**
LEVEL 8	1BR			0
	2BR	2		2
	3BR			0
	Subtotal	**2**	**0**	**2**
LEVEL 9	1BR			0
	2BR	1	1	2
	3BR			0
	Subtotal	**1**	**1**	**2**
LEVEL 10	1BR	1		1
	2BR	1		1
	3BR			0
	Subtotal	**2**	**0**	**2**
LEVEL 11	1BR		1	1
	2BR	1		1
	3BR			0
	Subtotal	**1**	**1**	**2**
LEVEL 12	1BR	1		1
	2BR	1		1
	3BR			0
	Subtotal	**2**	**0**	**2**
LEVEL 14	1BR		1	1
	2BR	1		1
	3BR			0
	Subtotal	**1**	**1**	**2**

AMI Levels	*Units @ 100% AMI*	*Units @ 120% AMI*	*Total per BR*
1BR	19	11	30
2BR	28	17	45
3BR	3	2	5
Total	**50**	**30**	**80**

LEVEL 15	1BR	1		1
	2BR	1		1
	3BR			0
	Subtotal	**2**	**0**	**2**
LEVEL 16	1BR	1		1
	2BR		1	1
	3BR			0
	Subtotal	**1**	**1**	**2**
LEVEL 17	1BR	1		1
	2BR	1		1
	3BR			0
	Subtotal	**2**	**0**	**2**
LEVEL 18	1BR		1	1
	2BR	1		1
	3BR			0
	Subtotal	**1**	**1**	**2**
LEVEL 19	1BR	1		1
	2BR	1		1
	3BR			0
	Subtotal	**2**	**0**	**2**
LEVEL 20	1BR		1	1
	2BR		1	1
	3BR			0
	Subtotal	**0**	**2**	**2**
LEVEL 21	1BR	1		1
	2BR	1		1
	3BR			0
	Subtotal	**2**	**0**	**2**
LEVEL 22	1BR	1		1
	2BR		1	1
	3BR			0
	Subtotal	**1**	**1**	**2**
LEVEL 23	1BR	1		1
	2BR		1	1
	3BR			0
	Subtotal	**1**	**1**	**2**
LEVEL 24	1BR		1	1
	2BR		1	1
	3BR			0
	Subtotal	**0**	**2**	**2**
LEVEL 25	1BR	1		1
	2BR		1	1
	3BR			0
	Subtotal	**1**	**1**	**2**
LEVEL 26	1BR	1		1
	2BR	1		1
	3BR			0
	Subtotal	**2**	**0**	**2**

ATTACHMENT 17
UNIT MIX AND LOCATION



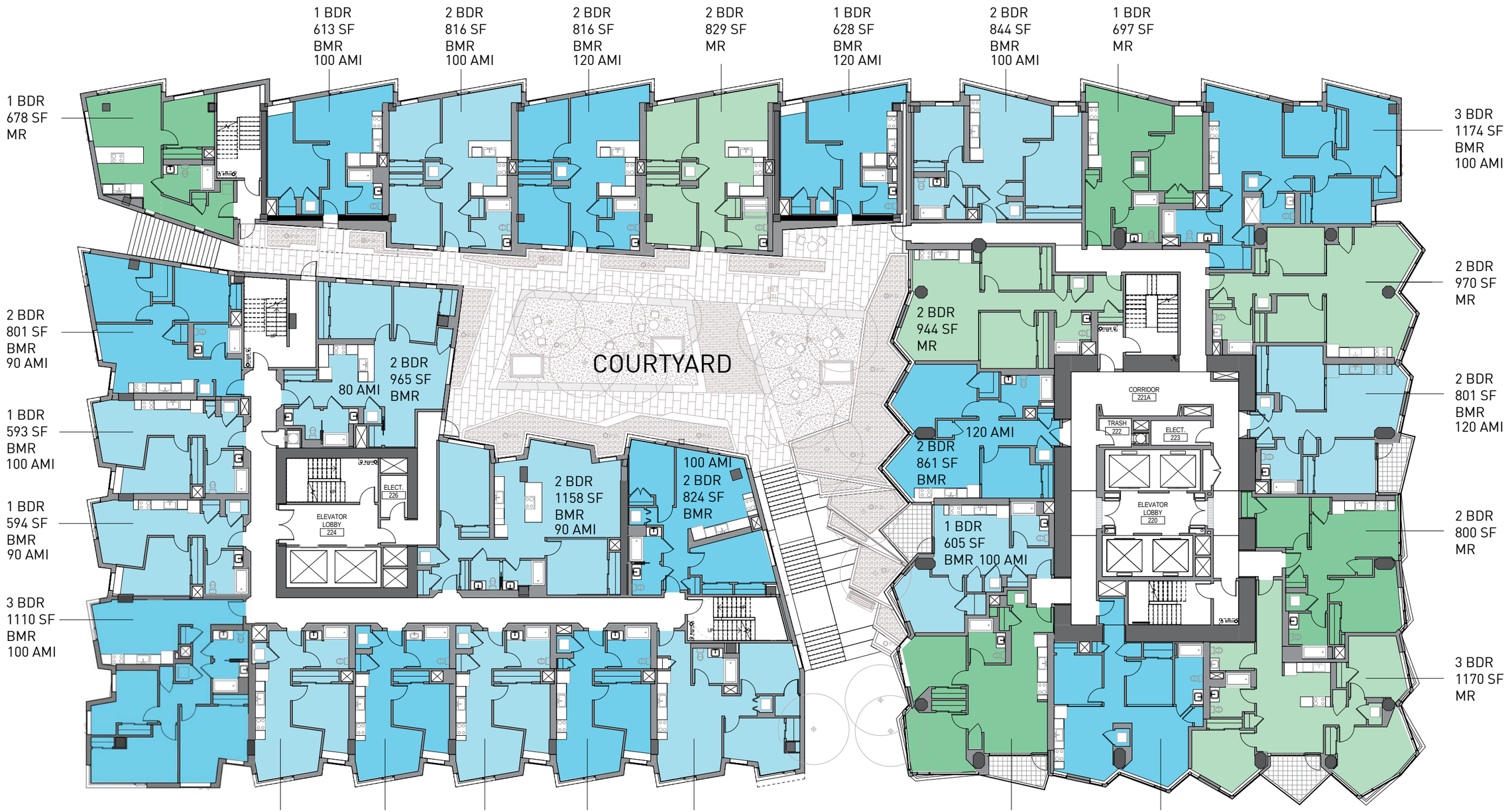
LEVEL 01 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE

RETAIL



LEVEL 02 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 03 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 04 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 05 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 06 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 07 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE

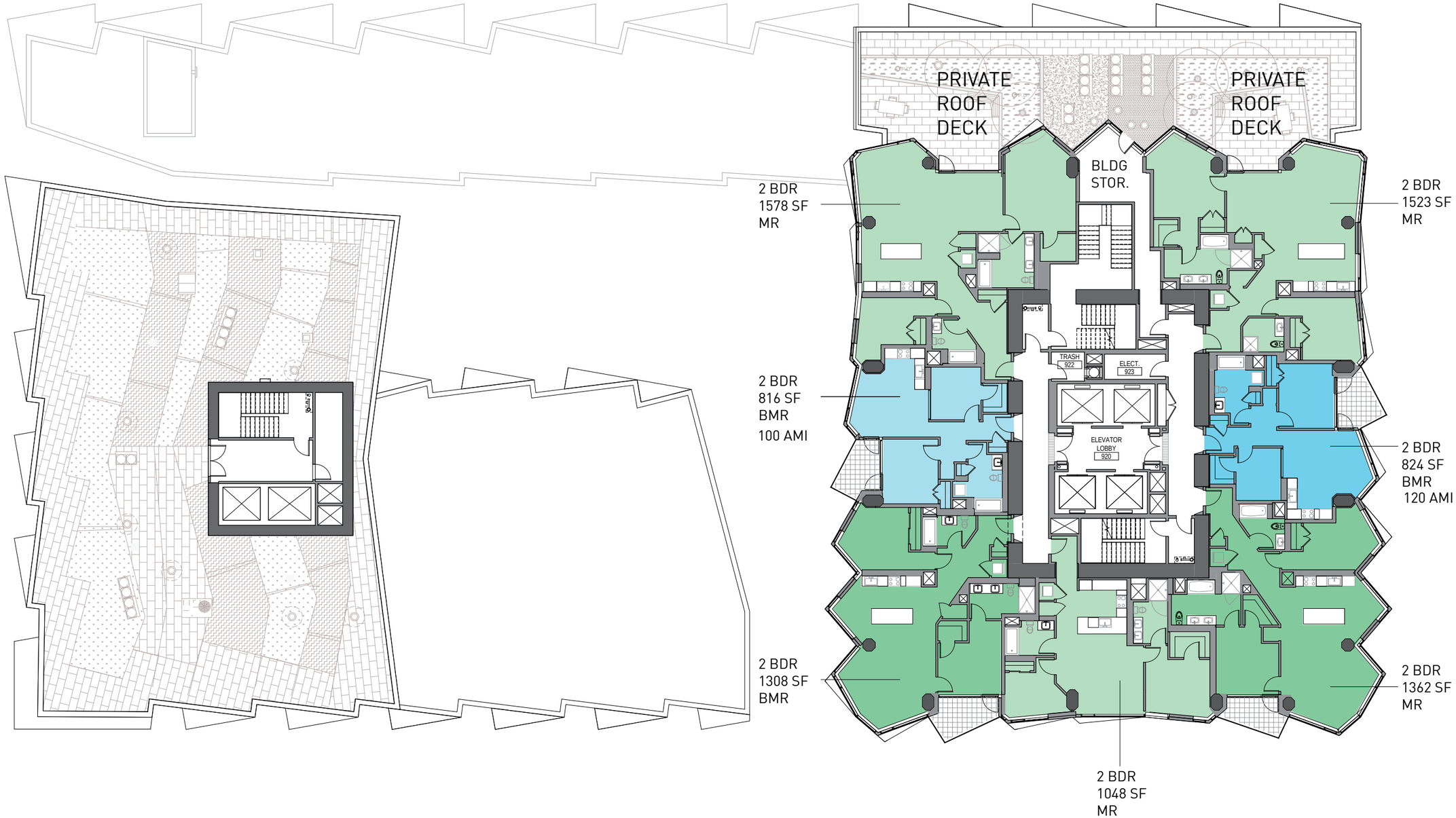


LEVEL 08 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 09 PLAN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 10 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 11 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 12 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 14 PLAN

*NOTE: THERE IS NO L13 IN THE PROJECT

**TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 15 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 16 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 17 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 18 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 19 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 20 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 21 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 22 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 23 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 24 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 25 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 26 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 27-31 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 32-35 PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE



LEVEL 36-39 PLAN

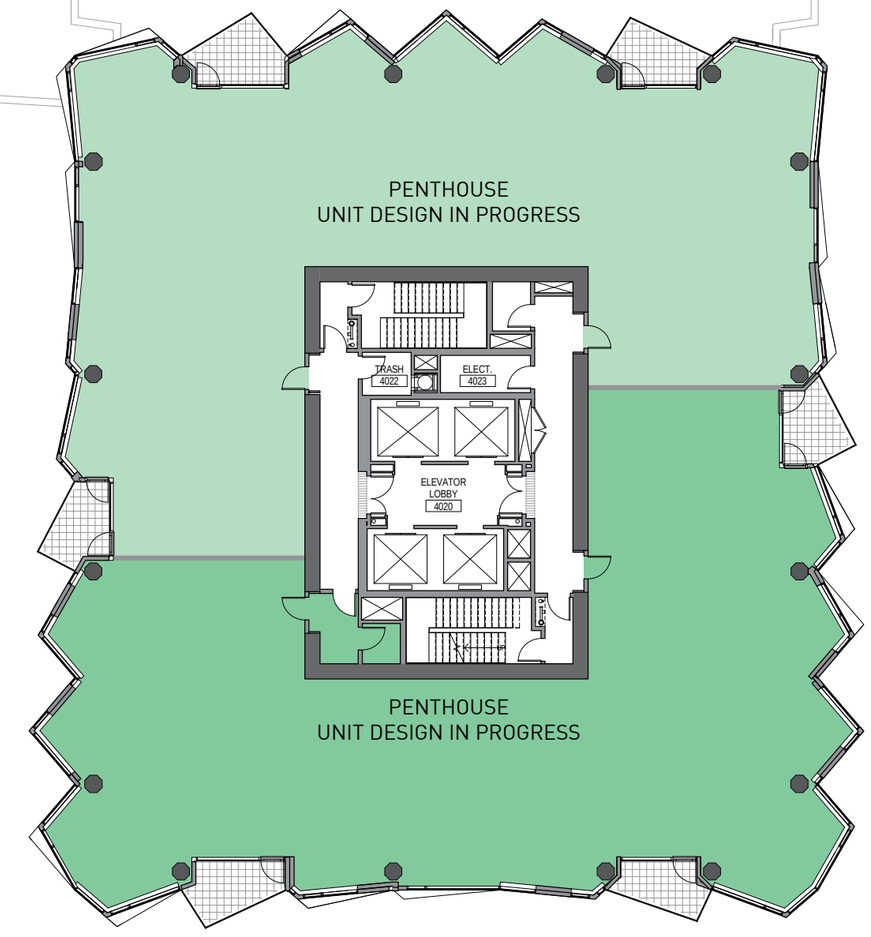
*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE





PENTHOUSE PLAN

*TYPICAL FLOOR PLAN SHOWN

1" = 20'-0"

BELOW MARKET RATE

MARKET RATE

ATTACHMENT 18

Limited Equity Homeownership Program

OFFICE OF COMMUNITY INVESTMENT & INFRASTRUCTURE OF THE CITY AND COUNTY OF SAN FRANCISCO

LIMITED EQUITY HOMEOWNERSHIP PROGRAM

Loan Disclosure Information

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I M P O R T A N T

NOTE TO THE READER

The purpose of this document is to explain the Office of Community Investment and Infrastructure's ("OCII") Limited Equity Homeownership Program ("Program"). Homes sold through this Program are subject to price controls at resale, as well as other terms and restrictions that affect your rights as a homeowner. Some of the terms and provisions are complex, and require that you thoroughly understand them prior to your purchase of a home. **IF YOU DESIRE TO PARTICIPATE IN THE PROGRAM AND PURCHASE A HOME, YOU MUST ATTEST TO YOUR FULL UNDERSTANDING OF AND AGREEMENT TO ALL THE PROGRAM'S TERMS AND CONDITIONS BY SIGNING BELOW PRIOR TO CLOSING ESCROW.**

I, the undersigned, hereby acknowledge and accept all the terms and conditions contained in the Declaration of Resale Restrictions and Option to Purchase, the Promissory Note Secured by a Deed of Trust, and the Short Form Deed of Trust and Assignment of Rents ("OCII Documents"), all of which I have agreed to comply with in return for purchasing my home at a below-market-rate price. I acknowledge that a staff member of OCII explained the terms and provisions of the OCII Documents to me, and that I have had a chance to review this Limited Equity Homeownership Program Loan Disclosure Information document, which further explains the OCII Documents. I have also been provided enough time to seek an independent legal opinion about the OCII Documents and my purchase of the home, if I so chose. I understand that by my execution of the OCII Documents, I agree that the resale price of my home will be restricted to a price that is affordable to a household of a predetermined size, earning a pre- determined percentage of Area Median Income ("AMI"), based on

figures published by the Mayor's Office of Housing, based on data published by the U.S. Department of Housing and Urban Development (or any government City subsequently assuming this responsibility). I understand that the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") will determine the resale affordable price applicable to my home when I notify the City of my intent to sell. I understand that fair market value will not determine the resale price of my home.

I further understand that MOHCD's calculation of the resale affordable purchase price for my home will consider, in addition to the current income for a pre-determined AMI level, an interest rate which is the higher of 1) the 10-year rolling average of rates as calculated by MOHCD and based on data provided by Fannie Mae, Freddie Mac, or an equivalent, nationally recognized mortgage lending institution, or 2) the current, commercially reasonable rate available through a lender approved by MOHCD, as well as other current housing costs, such as insurance, HOA dues, and taxes. I know that any proceeds I receive from the sale of my home will be affected by the value of these factors, since they will be used to calculate the resale affordable purchase price of my home.

I understand that MOHCD imposes resale restrictions on homes that OCII or it subsidizes so that it can provide homeownership opportunities to future generations of low- and moderate-income families over time and that the equity I will be able to build in my home will be limited so that the Program is available to the next purchaser of my home. I understand that my ability to purchase my home at an affordable price is contingent upon my agreement to comply with the resale controls and Program restrictions.

PROPERTY ADDRESS: ADDRESS, San Francisco, CA ZIP CODE

SIGNED:_____ **DATE:**_____

SIGNED:_____ **DATE:**_____

PROGRAM SUMMARY

- The purpose of OCII's Limited Equity Homeownership Program ("Program") is to provide homeownership opportunities to low- and moderate-income households ("Eligible Buyers") who otherwise would not be able to purchase a home in San Francisco.
- To make homes affordable to Eligible Buyers, OCII may sell land to developers at below-market-rate prices and/or provide construction funding. In return for this assistance, developers agree to sell the homes to Eligible Buyers. Eligible Buyers, in turn, purchase their homes at affordable prices and agree to comply with Program requirements.
- OCII is able to offer the benefits of homeownership to multiple generations of Eligible Buyers through restrictions on resale prices, which limit the amount of equity that an Eligible Buyer is able to build. By limiting Eligible Buyers' equity, a given home can be resold at affordable prices again and again. Market fluctuations, which often result in prices beyond the affordability of low- and moderate-income households, do not affect limited equity resale affordable prices.

PROGRAM ELEMENTS

#1: Eligibility

To qualify as an Eligible Buyer, households must meet the following criteria:

- Household income (including income calculated from assets) within the AMI "target range" of low- to moderate-income buyers.
- Ability to qualify for a mortgage, i.e., good credit, stable employment, and manageable debt.
- Savings available for a 5% down payment (up to 2% may be gift funds).
- First-time homeowner status.
- Commitment to use the property as the principal residence.

MOHCD publishes AMI levels for San Francisco annually, based on data published by the U.S. Department of Housing and Urban Development. The AMI target ranges that determine a household's eligibility to purchase will vary from development to development, based on the amount of subsidy provided by OCII to the developer. OCII or MOHCD as its agent will qualify all first-time homebuyers for both initial sales and for resales. Documentation of household size and income and assets, such as W-2s, tax returns, bank statements, and deferred income balance statements, is required.

#2: Affordable Purchase Prices

When developers set affordable purchase prices for units they sell, they use very specific information, as described below:

- AMI level: Developers in contract with OCII are obligated to sell their units at prices affordable to households within a certain AMI "target range." For example, a developer in 2016 may be obligated to sell his/her units to households making between 75% and 100%

of AMI. For a household of 3, this translates to incomes between $72,700 and $106,650.

- Household size: For the pricing calculation, OCII assumes a household size of one person for a one-bedroom unit, and, for all other units, one person more than the number of bedrooms. For example, a household of three people is assumed for a two-bedroom unit, four people for a three-bedroom, and so on. (For occupancy, OCII requires a minimum of one person per bedroom. For example, a single person can apply for a studio or one-bedroom unit only. A two- person household could apply for a studio, one- or two-bedroom unit.)
- 33% "PITI": Principal, interest, taxes, and homeowners' insurance – total housing costs – are assumed to be 33% of a household's gross monthly income.
- First mortgage interest rate: OCII's calculation assumes a fixed mortgage interest rate based on the higher of the following: 1) a 10-year rolling average of interest rates as calculated by OCII, or 2) market conditions at the time the homes are offered for sale. OCII will not permit a variable rate mortgage or an interest-only mortgage, as such financing instruments are contrary to the objectives of long-term affordability and stability of the first time homebuyer program.
- Owner down payment: OCII assumes (and requires at a minimum) that the household will make a cash down payment of 5% of the affordable purchase price, 2% of which may be gift funds. Once a developer knows, for each unit, what the applicable AMI level is, the household size, the cost of taxes and insurance, and the interest rate, s/he can set the affordable purchase price. For example, a two-bedroom unit assumes a household of three.

If the developer's obligation calls for pricing at an AMI level of 95% (with income eligibility up to a

maximum of 100% of AMI), the three-person household's income would be $92,103 in 2016. 33% of that income level is $30,394, or $2,533 per month. This figure, $2,533, is the target total monthly payment for housing costs for all households buying at this income level. If the household's HOA dues were $400 per month, taxes were $235 per month, and personal property insurance was $50 per month, the total monthly income available to pay the first mortgage would be $1,847 per month (i.e., $2,533 - $400 - $235 - $50 = $1,847). Using a 5% interest rate on a 30-year, fixed-rate first mortgage, the supportable mortgage would be $344,062. Assuming a 5% down payment (since the first mortgage would cover 95% of the purchase price), the affordable purchase price would be $362,171.

#3: Resale Affordable Purchase Prices

When a household decides to sell its home, it notifies MOHCD , and MOHCD calculates the resale affordable purchase price, using the same AMI percentage and household size that were used to calculate the seller's affordable purchase price. To follow the example given above, the family of 3 earning 95% of AMI that bought its home for $362,171 in 2016 might decide to sell the home five years later. MOHCD will determine the resale price by taking the income for a 3-person household at 95% of AMI in 2021 and limiting payments for PITI to 33% of gross monthly income. The calculation will use the higher of the current mortgage interest rate or the then current 10-year rolling average of rates, and current HOA, tax, and insurance costs, and it will assume a 5% down payment by the new Eligible Buyer. So, for example, if the ten-year average interest rate increased .5% between 2016 and 2021, AMI increased 15%, and taxes and insurance increased 5%, the resale affordable purchase price would be $405,641. After subtracting the cost of necessary repairs (if any) and closing costs, the seller would be entitled to the difference between the old affordable price and the new affordable price. The example is shown numerically below:

95% AMI, 3-person HH Income, 2021 (2016 + 15%)	$ 105,918
33% of Gross Income	$ 34,953
Per month:	$ 2,913
Monthly HOA dues, taxes, & insurance, 2016 + 5%	$ 719
Monthly income available for first mortgage	$ 2,194
Mortgage (assuming 5.5% interest, 30-yr fixed)	$ 386,324
5% Down payment	$ 19,316
Resale Affordable Purchase Price:	**$ 405,641**

Resale Affordable Purchase Price:	$ 405,641
Closing Costs (6% of Purchase Price)	$ (24,338)
Repayment of full 1st Mort. + down payment	$ (362,171)
Owner's new equity	$ 19,131
Plus principal paid on the mortgage	$ 28,114
Plus return of owner's down payment	$ 18,109
Net Return to Owner	**$ 65,354**

+ Amortized value of capital improvements, if any, and less any repair costs attributable to the owner.

By transferring this property from one 95% AMI household to another under the Program, the home remains affordable, the benefits of homeownership are passed along, and all owners have a chance to earn limited equity!

#4: Capital Improvements

As shown above, AMI levels and current housing costs such as interest rates and insurance costs determine affordable prices. Affordable purchase prices alone cannot, therefore, reflect improvements and upgrades that an owner has made to his/her unit, such as new floors and countertops. To avoid discouraging owners from improving their properties, the Limited Equity Program allows owners to recover the depreciated value of approved capital improvements.

To qualify, each capital improvement must meet certain criteria:

- It must be a permanent improvement.
- It must have a value greater than 0.5% but less than 10% of the affordable purchase price originally paid by the owner.
- It must have a useful life longer than 5 years after the owner sells the home.
- It must have been installed with all required permits and approvals.

Owners wishing to sell and recover a portion of the cost of capital improvements must give MOHCD a list of capital improvements and the date installed or completed, with invoices or other verifying documentation, at least thirty (30) days before the property is sold or transferred. ***It is very important that you maintain good records of any potentially eligible capital improvements.*** MOHCD must approve the capital improvements (i.e., make sure they meet the criteria described above), and will allow owners to recover the approved, depreciated amount at escrow closing. The credit for each capital improvement is depreciated by a factor of 7% per year from the date of the capital improvement's completion.

#5: Minimum Resale Value

As described above, the resale affordable purchase price is subject to factors that fluctuate over

time, such as mortgage interest rates, taxes, and insurance costs. Because of the variability of these factors, ***owners assume some risk when they purchase their homes!***

For example, if the interest rate used in the pricing calculation increases from the time of initial purchase to time of resale, and increases in AMI over that same time do not compensate for the interest rate increase, a resale affordable purchase price could actually be lower than the original price an owner paid. MOHCD's use of the 10-year rolling average of interest rates is intended to minimize the interest rate risk at resale, but there is no guarantee that the available interest rates or the 10-year average will not increase over time. To further minimize the risk owners take when they participate in the Program, MOHCD will increase the applicable AMI level on a resale, up to 120% of AMI, when the original AMI level applicable to that home does not result in a resale affordable price high enough to pay off the original value of the first mortgage.

OCII's goal is to ensure that owners in the Program will recover at least the original purchase price of their home, so that their sale proceeds equal, at a minimum, the value of their down payment and any principal paid down on the first mortgage. OCII also seeks to prevent closing costs from wiping out this minimum return, and will therefore cover closing costs as necessary.

But owners still assume risk! Owners are solely responsible for:

- Repair costs. When an owner notifies MOHCD of its intent to sell, MOHCD has the right to inspect the unit, determine if damage exists, and calculate the value of repair. If the owner does not satisfactorily make the itemized repairs, owners will be held responsible for repair costs at the close of escrow.
- Payments due on junior liens and first mortgage equity refinancing. MOHCD will only

increase a resale affordable purchase price to the original principal balance of the first mortgage and other approved senior liens. If the owner has refinanced the home and withdrawn equity, the owner is solely responsible for paying off the incremental value of the refinanced mortgage or new, junior liens.

- If the resale affordable purchase price produced using 120% of AMI is still insufficient to pay off the first mortgage, the owner is solely responsible for his/her mortgage debt beyond that adjusted resale affordable purchase price. Please note that the first mortgage lender will not release its lien unless the mortgage is repaid in full. If the first lender does not release its lien because the owner has not or cannot fully repay it, then the sale will be cancelled or the owner will be in default.

#6: Owner Refinancing To protect its investment and to preserve the intent of the Program, MOHCD must approve all refinancing agreements.

Owners can refinance up to the original value of their first mortgage in order to obtain a lower interest rate or withdraw principal paid down on the mortgage.

Owners may also refinance their homes to withdraw up to 50% of the difference between the resale affordable purchase price and their original affordable purchase price, for the following reasons only:

- To make capital improvements to the home
- To pay for post-secondary educational expenses of a household member
- To meet the cost of an owner's or owner's immediate family member's catastrophic illness
- To secure funds required to implement a marriage dissolution agreement or domestic partnership dissolution agreement.

The owner must submit documentation to MOHCD verifying the use of funds for any of the four

refinancing purposes above. Funds will not be released without evidence to MOHCD's satisfaction.

#7: Permissible Transfers & Resales

Owners may only transfer their homes to other Eligible Buyers or to MOHCD. Though each owner bears sole responsibility for finding an Eligible Buyer if s/he seeks to sell his/her unit, MOHCD will attempt to assist owners in locating Eligible Buyers, whether through a mailing to interested persons, accessing a waiting list, or conducting a lottery. Once an owner identifies a potential buyer for his/her unit, only MOHCD can certify that the buyer is an Eligible Buyer.

If an owner has conducted a good faith effort to sell his/her home and still cannot locate an Eligible Buyer after 150 days from the date s/he listed the property for sale, MOHCD will authorize a 50% increase to the AMI level defining "Eligible Buyer" for that particular home. ("Good faith effort" means use of all standard marketing tools, such as a Multiple Listing Service listing, advertised open houses, and other, additional advertising.) For example, if an owner's good faith effort to find an Eligible Buyer at 80% of AMI failed after 150 days, s/he could renew the search and include as potential buyers households earning up to 120% of AMI. The resale affordable purchase price would remain the same (i.e., based on the 80% AMI income), thus enhancing the home's marketability to the higher-income households.

#8: City Purchase Option

While MOHCD may purchase the home as an Eligible Buyer (in a standard sale transaction), it retains an option to purchase the home in the event of owner default, under either the OCII Documents or the first mortgage.

#9: Owner Default and City Remedies

An owner is in default of the OCII Documents if any of the following occur:

- A transfer of the property in violation of the Declaration of Resale Restrictions and Option to Purchase;
- Use of the property other than as owner's principal residence (owners must certify that they occupy the home at least 10 months out of every 12 annually);
- Failure to pay required housing costs, such as taxes, homeowner dues, assessments, or insurance;
- Placement of any mortgages, liens or encumbrances on the property that MOHCD has not approved;
- Any other violation of the OCII Documents; or
- A default on the first mortgage.

If an owner is in default and doesn't or can't cure the default within the times specified in the OCII Documents or first mortgage documents, MOHCD can exercise its purchase option, commence an action for specific performance or an injunction to prevent an impermissible sale, foreclose on its deed of trust, and/or exercise any other remedy permitted by law.

#10: City Promissory Note and Deed of Trust

To protect its investment, OCII requires that all owners execute a promissory note and deed of trust when they purchase their homes. Unlike standard promissory notes for conventional mortgages, the OCII promissory note has no face value and cannot be prepaid. Its purpose is to protect OCII's investment if an owner defaults on the first mortgage or City obligations. An owner default "triggers" the promissory note and City deed of trust, which secures the promissory note against the property and is recorded to provide public notice of the owner's obligations under the Program. In

the case of default, the promissory note states that the owner must pay MOHCD the difference between the resale affordable purchase price and fair market value, in addition to any costs incurred by OCII or MOHCD to enforce its rights and a default interest payment on the sum due. An independent appraiser will determine fair market value.

Financing for the 3-person, 95% AMI household can again illustrate the issue. This household had a resale affordable purchase price of $405,641. If they defaulted on their loan, and fair market value was, for example, $850,000, they would owe MOHCD $444,359 (plus default- related costs) under OCII's promissory note.

If an owner transfers his/her property according to the Program requirements and complies with all other City and first mortgage obligations, MOHCD will simply terminate the promissory note and deed of trust at resale.

#11: Transfer by Marriage, Domestic Partnership, and Inheritance

If an owner marries or enters a domestic partnership, the spouse or partner can become a co-owner by executing an addendum to the OCII Documents. The addendum confers the same rights and obligations of the owner upon the spouse or partner.

Upon the death of a property owner or owners, the home can be transferred to an heir, as long as the heir is an Eligible Buyer approved by MOHCD. If the heir does not qualify to occupy the home, as an Eligible Buyer, the home must be sold according to the terms of OCII Documents, and the owner's proceeds will transfer to the owner's estate.

#12: Term

All homes sold through this Program are restricted in their resale price and other applicable restrictions for the life of the Project (as that term is defined in the Owner Participation and Disposition and Development Agreement dated _____, recorded as Document No. _____ in the Official Records of the City and County of San Francisco (the "OP/DDA")). For the purposes of this document, life of the Project shall mean the time during which the Project, including any future modification thereto, remains in existence.

EXHIBIT 18-A
Mayor's Office of Housing and Community Development
2016 Sample Sales Price for the Below Market Rate (BMR) Limited Equity Program (LEP)

for HUD Metro Fair Market Rent Area (HMFA) that Contains San Francisco 2016

ASSUMPTIONS	
Current 2016 100% of Median Income for 4 Person Household	**$107,700**
Current Month 10 Year Average Interest Rate	4.82
Freddie Mac 10-Year Rolling Average of 30-year Interest Rates	February-16
http://www.freddiemac.com/pmms/pmms30.htm	
Property Tax Rate	1.1826%
Monthly Insurance	$35
Monthly Condo Association Fee	$731
Unit Size	**THREE BDRM**

80% HUD Unadjusted MEDIAN INCOME	**THREE BDRM**	
Monthly Condo Association Fee		$731
ASSUMED HOUSEHOLD SIZE		**4 PERSONS**
MEDIAN INCOME @	**75%**	$80,775
MEDIAN INCOME @	33%	$26,656
ANNUAL CONDO FEE		$8,772
TAXES @	1.1826%	$2,877
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$14,586
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$231,144
DOWN PAYMENT	5%	$12,165
AFFORDABLE PRICE		**$243,310**
ASSUMED BEDROOM SIZE		**THREE BDRM**
Approximate Price to make equal		*243,310*

0

90% HUD Unadjusted MEDIAN INCOME	**THREE BDRM**	
Monthly Condo Association Fee		$731
ASSUMED HOUSEHOLD SIZE		**4 PERSONS**
MEDIAN INCOME @	**85%**	$91,545
MEDIAN INCOME @	33%	$30,210
ANNUAL CONDO FEE		$8,772
TAXES @	1.1826%	$3,463
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$17,555
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$278,185
DOWN PAYMENT	5%	$14,641
AFFORDABLE PRICE		**$292,827**
ASSUMED BEDROOM SIZE		**THREE BDRM**
Approximate Price to make equal		*292,827*

0

100% HUD Unadjusted AMI PRICING	**THREE BDRM**	
Monthly Condo Association Fee		$731
HOUSEHOLD SIZE		**4 PERSONS**
MEDIAN INCOME @	**95%**	$102,315
MEDIAN INCOME @	33%	$33,764
ANNUAL CONDO FEE		$8,772
TAXES @	1.1826%	$4,049
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$20,523
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$325,226
DOWN PAYMENT	5%	$17,117
AFFORDABLE PRICE		**$342,343**
ASSUMED BEDROOM SIZE		**THREE BDRM**
Approximate Price to make equal		*342,343*

0

ASSUMPTIONS	
Current 2016 100% of Median Income for 3 Person Household	**$96,950**
Current Month 10 Year Average Interest Rate	4.82
Freddie Mac 10-Year Rolling Average of 30-year Interest Rates	February-16
http://www.freddiemac.com/pmms/pmms30.htm	
Property Tax Rate	1.1826%
Monthly Insurance	$35
Monthly Condo Association Fee	$662
Unit Size	**TWO BDRM**

80% HUD Unadjusted MEDIAN INCOME	**TWO BDRM**	
Monthly Condo Association Fee		$662
ASSUMED HOUSEHOLD SIZE		**3 PERSONS**
MEDIAN INCOME @	**75%**	$72,713
MEDIAN INCOME @	33%	$23,995
ANNUAL CONDO FEE		$7,944
TAXES @	1.1826%	$2,575
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$13,056
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$206,888
DOWN PAYMENT	5%	$10,889
AFFORDABLE PRICE		**$217,777**
ASSUMED BEDROOM SIZE		**TWO BDRM**
Approximate Price to make equal		*217,777*

0

90% HUD Unadjusted MEDIAN INCOME	**TWO BDRM**	
Monthly Condo Association Fee		$662
ASSUMED HOUSEHOLD SIZE		**3 PERSONS**
MEDIAN INCOME @	**85%**	$82,408
MEDIAN INCOME @	33%	$27,194
ANNUAL CONDO FEE		$7,944
TAXES @	1.1826%	$3,103
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$15,728
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$249,234
DOWN PAYMENT	5%	$13,118
AFFORDABLE PRICE		**$262,352**
ASSUMED BEDROOM SIZE		**TWO BDRM**
Approximate Price to make equal		*262,352*

0

100% HUD Unadjusted AMI PRICING	**TWO BDRM**	
Monthly Condo Association Fee		$662
HOUSEHOLD SIZE		**3 PERSONS**
MEDIAN INCOME @	**95%**	$92,103
MEDIAN INCOME @	33%	$30,394
ANNUAL CONDO FEE		$7,944
TAXES @	1.1826%	$3,630
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$18,400
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$291,579
DOWN PAYMENT	5%	$15,346
AFFORDABLE PRICE		**$306,926**
ASSUMED BEDROOM SIZE		**TWO BDRM**
Approximate Price to make equal		*306,926*

0

ASSUMPTIONS	
Current 2016 100% of Median Income for 1 Person Household	**$75,400**
Current Month 10 Year Average Interest Rate	4.82
Freddie Mac 10-Year Rolling Average of 30-year Interest Rates	February-16
http://www.freddiemac.com/pmms/pmms30.htm	
Property Tax Rate	1.1826%
Monthly Insurance	$35
Monthly Condo Association Fee	$597
Unit Size	**STUDIO/ ONE BDRM**

80% HUD Unadjusted MEDIAN INCOME	**STUDIO/ ONE BDRM**	
Monthly Condo Association Fee		$597
ASSUMED HOUSEHOLD SIZE		**1 PERSON**
MEDIAN INCOME @	**75%**	$56,550
MEDIAN INCOME @	33%	$18,662
ANNUAL CONDO FEE		$7,164
TAXES @	1.1826%	$1,825
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$9,252
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$146,618
DOWN PAYMENT	5%	$7,717
AFFORDABLE PRICE		**$154,335**
ASSUMED BEDROOM SIZE		**STUDIO/ ONE BDRM**
Approximate Price to make equal		*154,335*

0

90% HUD Unadjusted MEDIAN INCOME	**STUDIO/ ONE BDRM**	
Monthly Condo Association Fee		$597
ASSUMED HOUSEHOLD SIZE		**1 PERSON**
MEDIAN INCOME @	**85%**	$64,090
MEDIAN INCOME @	33%	$21,150
ANNUAL CONDO FEE		$7,164
TAXES @	1.1826%	$0
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$13,566
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$214,970
DOWN PAYMENT	5%	$11,314
AFFORDABLE PRICE		**$226,285**
ASSUMED BEDROOM SIZE		**STUDIO/ ONE BDRM**
Approximate Price to make equal		*226,285*

0

100% HUD Unadjusted AMI PRICING	**STUDIO/ ONE BDRM**	
Monthly Condo Association Fee		$597
HOUSEHOLD SIZE		**1 PERSON**
MEDIAN INCOME @	**95%**	$71,630
MEDIAN INCOME @	33%	$23,638
ANNUAL CONDO FEE		$7,164
TAXES @	1.1826%	$2,645
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$13,409
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$212,484
DOWN PAYMENT	5%	$11,183
AFFORDABLE PRICE		**$223,667**
ASSUMED BEDROOM SIZE		**STUDIO/ ONE BDRM**
Approximate Price to make equal		*223,667*

0

Mayor's Office of Housing and Community Development
2016 Sample Sales Price for the Below Market Rate (BMR) Limited Equity Program (LEP)

for HUD Metro Fair Market Rent Area (HMFA) that Contains San Francisco 2016

ASSUMPTIONS		
Current 2016 100% of Median Income for 4 Person Household	**$107,700**	
Current Month 10 Year Average Interest Rate	4.82	
Freddie Mac 10-Year Rolling Average of 30-year Interest Rates	February-16	
http://www.freddiemac.com/pmms/pmms30.htm		
Property Tax Rate	1.1826%	
Monthly Insurance	$35	
Monthly Condo Association Fee	$731	
120% HUD Unadjusted AMI PRICING	**THREE BDRM**	
Monthly Condo Association Fee		$731
HOUSEHOLD SIZE		**4 PERSONS**
MEDIAN INCOME @	**115%**	$123,855
MEDIAN INCOME @	33%	$40,872
ANNUAL CONDO FEE		$8,772
TAXES @	1.1826%	$5,220
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$26,460
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$419,308
DOWN PAYMENT	5%	$22,069
AFFORDABLE PRICE		**$441,377**
ASSUMED BEDROOM SIZE		**THREE BDRM**
Approximate Price to make equal		*441,377*
		0
150% HUD Unadjusted AMI PRICING	**THREE BDRM**	
Monthly Condo Association Fee		$731
HOUSEHOLD SIZE		**4 PERSONS**
MEDIAN INCOME @	**145%**	$156,165
MEDIAN INCOME @	33%	$51,534
ANNUAL CONDO FEE		$8,772
TAXES @	1.1826%	$6,976
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$35,366
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$560,431
DOWN PAYMENT	5%	$29,496
AFFORDABLE PRICE		**$589,927**
ASSUMED BEDROOM SIZE		**THREE BDRM**
Approximate Price to make equal		*589,927*
		0

ASSUMPTIONS		
Current 2016 100% of Median Income for 3 Person Household	**$96,950**	
Current Month 10 Year Average Interest Rate	4.82	
Freddie Mac 10-Year Rolling Average of 30-year Interest Rates	February-16	
http://www.freddiemac.com/pmms/pmms30.htm		
Property Tax Rate	1.1826%	
Monthly Insurance	$35	
Monthly Condo Association Fee	$662	
120% HUD Unadjusted AMI PRICING	**TWO BDRM**	
Monthly Condo Association Fee		$662
HOUSEHOLD SIZE		**3 PERSONS**
MEDIAN INCOME @	**115%**	$111,493
MEDIAN INCOME @	33%	$36,793
ANNUAL CONDO FEE		$7,944
TAXES @	1.1826%	$4,684
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$23,745
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$376,271
DOWN PAYMENT	5%	$19,804
AFFORDABLE PRICE		**$396,074**
ASSUMED BEDROOM SIZE		**TWO BDRM**
Approximate Price to make equal		*396,074*
		0
150% HUD Unadjusted AMI PRICING	**TWO BDRM**	
Monthly Condo Association Fee		$662
HOUSEHOLD SIZE		**3 PERSONS**
MEDIAN INCOME @	**145%**	$140,578
MEDIAN INCOME @	33%	$46,391
ANNUAL CONDO FEE		$7,944
TAXES @	1.1826%	$6,265
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$31,761
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$503,307
DOWN PAYMENT	5%	$26,490
AFFORDABLE PRICE		**$529,797**
ASSUMED BEDROOM SIZE		**TWO BDRM**
Approximate Price to make equal		*529,797*
		0

ASSUMPTIONS		
Current 2016 100% of Median Income for 1 Person Household	**$75,400**	
Current Month 10 Year Average Interest Rate	4.82	
Freddie Mac 10-Year Rolling Average of 30-year Interest Rates	February-16	
http://www.freddiemac.com/pmms/pmms30.htm		
Property Tax Rate	1.1826%	
Monthly Insurance	$35	
Monthly Condo Association Fee	$597	
120% HUD Unadjusted AMI PRICING	**STUDIO/ ONE BDRM**	
Monthly Condo Association Fee		$597
HOUSEHOLD SIZE		**1 PERSON**
MEDIAN INCOME @	**115%**	$86,710
MEDIAN INCOME @	33%	$28,614
ANNUAL CONDO FEE		$7,164
TAXES @	1.1826%	$3,465
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$17,565
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$278,350
DOWN PAYMENT	5%	$14,650
AFFORDABLE PRICE		**$293,000**
ASSUMED BEDROOM SIZE		**STUDIO/ ONE BDRM**
Approximate Price to make equal		*293,000*
		0
150% HUD Unadjusted AMI PRICING	**STUDIO/ ONE BDRM**	
Monthly Condo Association Fee		$597
HOUSEHOLD SIZE		**1 PERSON**
MEDIAN INCOME @	**145%**	$109,330
MEDIAN INCOME @	33%	$36,079
ANNUAL CONDO FEE		$7,164
TAXES @	1.1826%	$4,695
INSURANCE (CONTENTS)		$420
AVAILABLE FOR P+I		$23,800
Current Month 10 Year Average Interest Rate	4.82	
SUPPORTABLE MORT		$377,149
DOWN PAYMENT	5%	$19,850
AFFORDABLE PRICE		**$396,999**
ASSUMED BEDROOM SIZE		**STUDIO/ ONE BDRM**
Approximate Price to make equal		*396,999*
		0

ATTACHMENT 19

Proposed HOA Structure

I. INTRODUCTION

This memorandum describes an organizational structure for the Project that will minimize the HOA dues for the Affordable Housing Units in the Project, and protect against excessive increases in HOA dues by establishing specified voting and approval requirements for organizational changes.

II. HOA STRUCTURE

The proposed organizational structure for the Project will consist of one Master Association ("Master HOA") with two sub-associations ("HOAs"): (1) the Market-Rate HOA comprised of the 235 market-rate units and retail units, and (2) the Affordable Projects HOA comprised of the 156 Affordable Housing Units. The Master HOA will operate, maintain and repair the Project, including amenities and common areas.

Governance of Master HOA

The Master HOA will have a board (the "Master HOA Board") comprised of five directors. Three will be elected by members of the Market Rate HOA. Two will be elected by the Affordable Projects HOA. Decisions, unless noted otherwise, will be made by simple majority.

Budget Controls

The HOA structure described above is designed to establish an initial target maximum HOA dues amount of $850 per month (exclusive of parking) upon initial sale of each Affordable Housing Unit and to provide residents of the Affordable Projects with the ability to limit excessive increases in assessments. Further, the Developer's application to the California Bureau of Real Estate ("BRE") shall include a budget providing that the Affordable Projects HOA assessments, upon initial occupancy of the Affordable Housing Units, in which the monthly HOA assessments do not exceed $850.00 per month (exclusive of parking). To this end, there will be a number of protections for homeowners against substantial increases in assessments. The California Civil Code and Regulations of BRE contain general protections against excessive increases in assessments that may be unilaterally imposed by an HOA's board of directors without the approval of the HOA's members. In particular, Civil Code Sections 5605 and 4070, and BRE Regulation 2792.16, generally provide that an HOA board of directors may not impose a regular assessment that is more than 20% greater than the regular assessment for the preceding fiscal year, or impose special assessments which in the aggregate exceed 5% of the budgeted gross expenses for that fiscal year, without the approval of a majority of a quorum of members of the HOA. These rules apply to all HOAs.

Beyond this general protection, there will be an additional protection for Affordable Housing Unit owners from excessive increases in assessments. Notably, for a proposed assessment increase above 10%, a supermajority (at least 4 directors) of the Master HOA Board must vote to approve such increase, meaning that at least one Affordable Projects HOA Board member must approve such increase before it

may be implemented. This extends the existing state law protections in Civil Code Sections 5605 and 4070, and BRE Regulation 2792.16.[1]

Moreover, to ensure the Market-Rate HOA cannot unilaterally change the protections put in place by the original Declarant, amendment of these provisions will require approval by a majority of the members of each HOA, meaning that a majority of the owners of the Affordable Housing Units *and* a majority of the Market- Rate unit owners must approve any such amendment.

This HOA structure has been preliminarily approved by the BRE. The Project must still go through the standard process to obtain a Public Report from the BRE, as do all such projects in the state of California.

III. PARKING

Consistent with the City's "Transit First" policy and as is standard for condo projects in the City, a "cost center" will be established for expenses related to parking in the Project, whereby expenses related to parking are grouped together into a separate category or cost center. Only those owners that rent parking rights in the Project are required to pay the parking expenses. This will result in significant reduction of HOA Dues for those Affordable Housing Units that do not purchase or rent parking rights in the Project. The parking facilities would be operated and managed by the Market-Rate HOA. For both the OCII Affordable Project and the Developer Inclusionary Project, parking spaces will be made available to the buyers of the Affordable Housing Units for ongoing costs at a monthly below market cost that is the lesser of (1) one-half the current market rate for parking in the neighborhood or (2) the operating cost of the Garage; provided, however, such parking spaces shall not be deeded spaces.

IV. CONCLUSION

The organizational structure outlined above intended to reduce the HOA Dues for the Affordable Housing Units and provide appropriate protections to guard against excessive increases in assessments.

[1] Items that pertain to life safety (e.g., fire suppression systems, sprinklers, and other life safety systems) and reserves for long-term maintenance, repair and replacement of major components of the common areas (such as roofing, building exteriors and window systems, and major building mechanical systems) are maintained by the Master HOA and those portions of a proposed assessment increase directly related such items would not be subject to the heightened approval requirements. It is imperative that required fire & life safety systems are properly maintained and adequate reserves be accumulated over time in order to avoid large special assessments.

ATTACHMENT 20

Marketing Obligations

Included in this Attachment 20:

A. Form of Early Outreach Plan
B. Form of Marketing Plan
C. Early Outreach and Marketing Responsibilities and Timeline
D. Operational Rules for San Francisco Housing Lotteries and Sales Activities

ATTACHMENT 20-A

Form of Early Outreach Plan

Early Outreach Plan for Initial Sale Units (2016 edition)
Projects Approved by the Office of Community Investment and Infrastructure (OCII)

City and County of San Francisco
Mayor's Office of Housing and Community Development (MOHCD)
Working as OCII's agent

This plan is subject to OCII and/or its agent's review within 10 business days from the date it is received and complete. **Please set all dates in this plan so that no date commences sooner than 30 working days before the date of your plan submission.**

Please complete and return this form in computer "Microsoft Word" document format so that our office may track changes directly onto the document. The approval process typically involves a back-and-forth process between OCII and/or its agent, and the developer's representative. Please do not submit incomplete plans. This plan may be updated from time to time at the discretion of OCII and/or its agent. Thank you.

Special Note: Projects initially approved by OCII will be transferred to MOHCD for long-term marketing and asset management.

I. General Information *(Suggestion: Cut and paste sections I - VIII from this form into your marketing plan. This is the exact information required to be included.)*

I/We agree that Block 1 Property Holder, L.P.'s goal is to ensure that all applicants are screened using consistently applied, fair criteria, to provide a desirable, well-maintained and affordable place to live for an economically, racially, and ethnically integrated resident population, while complying with the provisions of any federal, state, or local law prohibiting discrimination in housing on the basis of race, religion, sex, color, family status, disability status, national origin, marital status, ancestry, gender identity or sexual orientation, source of income, or HIV/AIDS status.

In order to inform the public, owners, and prospective buyers about federal fair housing laws and affirmative fair marketing procedures per the Owner Participation/Disposition and Development Agreement ("OP/DDA") between OCII and the Developer, Block 1 Property Holder, L.P. will include the Equal Housing Opportunity logotype and/or slogan, and a logotype indicating accessibility to the disabled, in all press releases, solicitations, and program information materials.

Today's Date	
Proposed Outreach Launch Date (Must be no sooner than 30 days from the date of first submission)	
Name of Building	160 Folsom Street* (Transbay Block 1)

	*name of project or project components subject to change as the development is refined and new addresses are assigned to project or project elements
Property Address (Street address used for marketing and mailing to new buyers)	160 Folsom Street* *name of project or project components subject to change as the development is refined and new addresses are assigned to project or project elements
Property Address as Stated in Planning Approval	160 Folsom Street
Planning Motion Number	
Notice of Special Restrictions Document #, Disposition and Development or Owner Participation Agreement # or Loan Agreement #	
Name of City and Co. of SF Planner	

The following developer contact information for is for internal use only.

Name of Developer	Block 1 Property Holder, L.P.
Developer Address	One Bush Street, Suite 450, San Francisco, CA 94104-4446
Developer Phone	
Developer Email	

Name of Marketing Company	TBD
Marketing Agent	TBD
Marketing Agent Address	TBD
Marketing Agent Phone	TBD
Marketing Agent Email	TBD

Date of Building Permit Issuance	TBD
Expected Issuance Date of Temporary Certificate of Occupancy	TBD
Expected Issuance	TBD

Date of Final Certificate of Occupancy	
Date on Which You Expect Affordable Units to Begin Occupancy	TBD
Date on Which You Expect All Affordable Units to Complete Occupancy	TBD

II. Overall Building Composition

Total # Units in Building (including affordable)	**391**
Number of Residential Floors in the Building	**Tower: 39 stories** **Townhomes: 4 – 8 Stories** **Podium: 6 – 8 Stories**

III. Market Rate Units (if applicable)

Unit Type	Total #
Studio	5
1 Bedroom	39
2 Bedroom	156
3 Bedroom	17
4 Bedroom	
Penthouse	18
Total	235

IV. Affordable Units

Total # affordable (only) Units in Building	**Total: 156** **Inclusionary: 80 units (in townhomes and tower)** **OCII Affordable BMR units: 76 (in podium building)**

AFFORDABLE UNITS BY BEDROOM SIZE

Unit Type	Total #	Minimum Household Occupancy Size	*Maximum Household Occupancy Size
1 Bedroom	Inclusionary: 30 OCII Affordable: 42		
2 Bedroom	Inclusionary: 45 OCII Affordable: 19		
3 Bedroom	Inclusionary: 5 OCII Affordable: 15		
Total	156		

*Please note that children under 6 years do not count toward household size.

DETAILED DESCRIPTION OF AFFORDABLE UNITS BY BEDROOM SIZE

Refer to Area Median Income Levels Set by MOHCD for Table Below.

Unit #	Bedroom Count	Bath Count	Square Feet	Unit Accessible/ Adaptable (including Visually or Hearing Impaired)	% Area Median Income Limit	Min. Down payment Required (BMR program requires only 5%)

V. Buyer Outreach

I/We understand that it is our responsibility to read and understand the rules of the regulatory agreement(s) for this development as well as the marketing and outreach policies set forth by OCII.

At least 18 months prior to initiation of the affirmative marketing obligations or other public advertising and marketing of the Affordable Housing Units, (as the term is defined in the OP/DDA), Developer shall provide occupancy priority holders (based on a list developed by OCII and/or its agent) with advance notice (the "Advance Notice") that affordable and/or market rate housing opportunities in the Project will become available (the "Advance Notice Period"). This Advance Notice will include a description of the housing, income qualifications for tenancy or ownership and the name of Developer representative who can answer questions and provide additional information about the qualification process.

The outreach materials should include the following information as applicable:

1) **Occupancy Preferences** (Verify with OCII)

Preference will be given to:

Preference	Applicant Category
1	**Certificate of Preference Holders:** **a. Western Addition** **b. Hunters Point** **c. Residential G**
2	**Ellis Act Housing Preference (EAHP) Holders**
3	**San Francisco Residents or Workers**
4	**All Others**

2) **Area Median Income Levels** (Verify with MOHCD)

[PLEASE INSERT THE INCOME LIMIT TABLE YOU WILL USE AND INSERT CURRENT INCOME LIMITS INTO THE TABLE BELOW]

_____% of Maximum Income by Household Size derived from the Unadjusted Area Median Income (AMI) for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco 201_____
A one person household can make no more than $_____
A two person household can make no more than $_____
A three person household can make no more than $_____
A four person household can make no more than $_____
A five person household can make no more than $_____
A six person household can make no more than $_____
A seven person household can make no more than $_____
(Please visit www.sfmohcd.org for larger households.)

3) **Description of the Project**

A description of the total number of Affordable Units in the Project;
A description of the building amenities;
List of organizations and/or workshop dates to assist prospective applicants;
Anticipated occupancy date

COP Postcard Template

Coming Soon!

Affordable Homes for Sale in San Francisco

Exterior Photo	Interior Photo

There are 72 one-bedroom, 64 two-bedroom, and 20 three-bedroom ownership units available at 160 Folsom Street, San Francisco, CA 94105

- New Units with Modern Design + Amenities coming Summer, Spring, Fall, Winter YEAR
- (5) Affordable units available to households at XX% of median income
- Buyer households must earn no more than the income levels listed below:

Side Two:

All applicants are encouraged to apply. Lottery preference will be given to Certificate of Preference and Ellis Act Housing Preference holders* and households that live or work in San Francisco.

**Certificate of Preference holders are primarily households displaced in Redevelopment Project Areas during the 1960's and 1970's, but may also include other persons displaced by Agency action. Ellis Act Housing Preference holders are long term San Francisco tenants who were evicted because of the Ellis Act. Contact 415-701-5613 for more information.*

INSERT YOUR ACCESS TO HOUSING PROVIDER INFORMATION HERE (NAME, ADDRESS, AND PHONE NUMBER) PLEASE INCLUDE UPCOMING DATES OF THEIR OWNERSHIP COUNSELING WORKSHOPS & A LINK TO THEIR WEBSITE

Please visit www.yourwebsite.com for a list of upcoming owner counseling workshops. You can also contact Smith Advisors at[phone and email contact info] for more information on the units.

Units are monitored through the San Francisco Mayor's Office of Housing and Community Development as agent to OCII and are subject to monitoring and other restrictions. Visit www.sfmohcd.org for program information.

VI. Marketing Strategy

1) Beginning in the early outreach period and through the sales of all the BMR units the Developer is required to work with a qualified organization and/or consultant to assist with counseling:

The scope of work should include the services below:

Ownership Scope of Work:

To provide comprehensive outreach and marketing services integrating with education, individualized support, group workshops, and peer-support counseling to ensure candidates have the opportunity to apply and secure housing.

List of services include:

- Emphasis on early outreach and application assistance to Certificate of Preference holders
- Individual pre-purchase counseling housing workshops
- One-on-one follow-ups
- Budgeting and Asset Building
- Credit counseling which should address any credit issues
- Housing education
- Financial education including credit building techniques
- Homebuyer application assistance and preparation
- Workshops for application process, income eligibility, down payment requirements, credit checks, etc.
- Housing rights
- Fair housing rights

Please provide any additional scope or recommendations that will help find and prepare prospective residents.

Qualified Consultant Organizations

www.homeownershipsf.org or (415) 202-5464

San Francisco Housing Development Corporation 415-822-1022

Outreach Materials (i.e. post cards)

I/We understand that our project must provide a post card **as a part of this submission** for the AFFORDABLE units available that includes the following information. (Please see sample template at the end of this document for a template.)

- Certificate of Preference and Ellis Act Housing Preference indication
- Maximum and minimum qualifying incomes
- Homeownership Affordability Levels
- Description of units
- Exterior and interior photo of the development
- Information on information sessions

- Information on how to obtain an application
- Fair Housing logo
- Equal Opportunity logo
- Your website

Outreach to Certificate of Preference Holders

I/We understand that we are responsible for marketing our Affordable Homeownership units to Certificate of Preference holders. Certificate of Preference holders are primarily households displaced in Redevelopment Project Areas during the 1960's and 1970's, but may also include other persons displaced by Agency action. For more information, applicants may contact 415-701-5613.

I/We understand that I/we shall provide post cards for the mailing of an affordable housing announcement to all Certificate of Preference holders. We are responsible for printing the post cards using the information provided by OCII, MOHCD, or another agent of OCII, who shall coordinate the mailing and invoice the developer for the full cost of the first class mailing, including postage and labels.

VII. Application/Selection Process and Timeline

I have read the City and County of San Francisco's Operational Rules for San Francisco Housing Lotteries (Exhibit 20-D) and understand the application, selection, preparation and review and Lottery process.

[Please complete the following timeline as part of your Plan]

Timeline of Entire Process (add info as needed)

TASK	TIME FRAME	DATE
OCII provides developer with: • Early Outreach Plan Marketing Plan ("Plan") template • Fair Chance Ordinance link on HRC website • Operational Rules for Lotteries (an exhibit of the OP/DDA) • Link to Homeownership SF resources	Developer will have template prior to or by construction commencement. Developer must submit *draft* Early Outreach and Marketing Plan 30 days after construction commencement.	
Developer provides OCII with the Early Outreach Plan	1 month after construction commencement	
OCII reviews Outreach Plan for accurate project information, partnering with a community outreach organization, and consistency with template.	OCII will provide approval no later than 10 business days after final draft is received.	
OCII and MOHCD review and approve Outreach Plan	Approval is provided within 5 business days.	
Early Outreach begins: • OCII or its agent monitors developer's progress on Early Outreach timeline and activities • Developer submits monthly reports on Early Outreach activities to OCII or its agent		
Developer provides OCII and/or its agent with Early	3 months after construction	

Outreach marketing materials and OCII and/or its agent does 1st of 5 COP mailings	commencement	
Developer submits refined draft Marketing Plan. Upon receipt of draft Marketing Plan, OCII notifies its agent, if any, that the tenant selection and marketing plans are forthcoming. (If no agent represents OCII proceed to next task below.)	12-months prior to the anticipated Temporary Certificate of Occupancy ("TCO").	
OCII reviews Plan for consistency with development agreements (loan agreements, VDDAs, OP/DDAs), including AMIs and occupancy preferences, engages with developer if any discrepancies, and confirms with its agent, if any, first draft of plan is consistent with applicable agreement, and sends to its agent, if any.	Within 30 days of receipt of plan (no later than 45 days after receipt of draft plan) OCII sends to plan to its agent, if any.	
OCII and/or its agent meet with sales agent and Access to Housing Partner to go over all marketing & lottery processes	After draft Marketing Plan are approved and before marketing plan is finalized and approved	
OCII and/or its agent approves revised draft Plans & transmits Marketing Plan approval to developer	Within 60 days after the receipt of the Marketing Plan	
OCII and/or its agent does 2nd of 5 COP mailings	12 months before TCO completion	
OCII and/or its agent does 3rd of 5 COP mailings	10 months before TCO	
OCII and/or its agent does 4th of 5 COP mailings	8 months before TCO	
OCII and/or its agent requests any/all Plan updates from developer with finalized dates and actual pricing	7 months before sales	
Developer submits final plan and COP postcard to OCII and/or its agent • OCII and/or its agent does 5th of 5 COP mailings • Notice of Application Workshops	30 day period, 6 months before lease up/sales	
For projects where unit sales begin between Jan-May: If a new AMI has been published since the first draft of the Marketing Plan was created, then OCII will determine the new AMI limits that should be used in the final version of the marketing Plan. Alert OCII and/or its agent if the AMI numbers are revised.	Same 30 day period as above	
Developer sends advertisements to OCII and/or its agent for review and approval.	Same 30 day period as above	
OCII and/or its agent considers final Marketing Plan with advertisements for approval	Same 30 day period as above	
Marketing Period begins. OCII and/or its agent does COP mailing and posts to website, housing alert system; Front Desk	90 days before sales	
Marketing period	45 days (own)	
Developer provides OCII and/or its agent with applicant lists on a weekly basis. OCII or its agent confirms EAHP & COP	Weekly during marketing period	
OCII attends consumer information session (if	If/when scheduled	

applicable)		
OCII fields consumer complaints and works with sales agent to address pre-lottery issues	As needed	
Developer provides OCII and/or its agent with final list of applications that are assigned lottery numbers	One week before lottery date	
Lottery – OCII and/or its agent and assists developer	Two weeks after marketing period ends	
Developer provides OCII and/or its agent with final lottery lists that have been reconciled with the applicant list for approval to begin sales	ASAP after lottery	
Developer will submit lottery list to OCII and/or its agent who will confirm the list within 7 business days.		
Sales begin • The appeals process needs to be included on the application, next to the signature line and in every denial letter sent to applicants.		
Developer submits weekly sales reports to OCII and/or its agent using spreadsheet provided by OCII or its agent	Weekly during unit sales	
If applicant files an appeal: • Developer hears the appeal • OCII staff needs to know the appeal occurred • Before 2nd denial is sent OCII and/or its agent, if any, needs to review file		
OCII and/or its agent reviews all denials and confirms Developer is correct in calculations and following marketing procedures		
OCII's agent, if any, alerts OCII to problems/concerns with sales. If no agent represents OCII proceed to next task below.		
OCII addresses sales issues with Developer		
OCII addresses sales issues with consumers and hears denial appeals after initial review by OCII and/or its agent.		
Developer provides OCII and/or its agent with a clean copy of the Final Waitlist		

VIII. Document Review

I/We certify that I/we and all agents involved in the process of renting affordable units have read Exhibit L.

Representative (sign) _____

Representative (print) _____

Title (print) _____

Company (print) _____

Date (print) _____

Attachment 20-B

Form of Marketing Plan for Initial Sale of Homeownership Units (2016 Edition)
Below Market Rate (BMR) Limited Equity Program (LEP)

Projects Approved by the Office of Community Investment and Infrastructure (OCII)

City and County of San Francisco
Mayor's Office of Housing and Community Development (MOHCD)
Working as OCII's agent

You must complete the BMR Ownership Pricing Request Form and receive pricing for your units before submitting this marketing plan. You must also review marketing requirements as set forth in (1) Limited Equity Homeownership Program Loan Disclosure Information Manual and (2) the Owner Participation/ Disposition and Development Agreement (OP/DDA) between the OCII and Block 1 Property Holder, L.P. before completing this form.

OCII and MOHCD will review your complete marketing plan submission in the order it was received within 10 business days from the date it is received and complete. **Please set all advertising dates in this plan so that no date commences sooner than 30 working days before the date of your plan submission.**

Please complete and return this form in computer "Word" document format so that our office may track changes directly onto the document. The approval process typically involves a back-and-forth process between OCII and MOHCD, and the developer's representative. Please do not submit incomplete plans. Please submit this plan to the OCII housing development specialist assigned to the 160 Folsom Street (Transbay Block 1) project. This form of marketing plan may be updated from time to time at the discretion of OCII and its agent. Thank you.

Special Note: LEP projects approved by the OCII will be transferred to MOHCD for long-term marketing and asset management oversight after the sale of all BMR units.

I. General Information

(Suggestion: You may cut and paste sections I-III from your pricing request into your marketing plan. This is the exact information requested in such.)

Today's Date	
Name of Development	160 Folsom Street* (Transbay Block 1) * Name of project or project elements (i.e. different buildings) subject to change as the development is refined and new addresses are assigned to project or project elements.
Property Address (Street address used for marketing and mailing to new owners)	160 Folsom Street* (Transbay Block 1) * Name of project or project elements (i.e. different buildings) subject to change as the development is refined and new addresses are assigned to project or project elements.
Property Address as Stated in Planning Approval	160 Folsom Street, San Francisco, CA

Address to Be Used in Official Closing Documents (address reported to Title Co.)	
Planning Motion #	
Owner Participation/Disposition and Development Agreement #	
Name of OCII Planner	

Developer information is for internal use only so please do not omit or enter sales agent information.

Name of Developer	Block 1 Property Holder, L.P.
Developer Contact Person	Andre Krause or Jenny Wong
Developer Address	One Bush Street, Suite 450, San Francisco, CA 94104-4446
Developer Phone	
Developer Email	

Name of Marketing Company	TBD
Marketing Agent	TBD
Marketing Agent Address	TBD
Marketing Agent Phone	TBD
Marketing Agent Email	TBD

Title Company for Development	TBD
Escrow Officer	TBD
Address (Street, City, Zip)	TBD
Email of Escrow Officer	TBD

Date of Building Permit Issuance	TBD
Actual Issuance Date of Temporary Certificate of Occupancy (if applicable)	TBD

Actual Issuance Date of Final Certificate of Occupancy (if applicable)	TBD
Expected Issuance Date of Temporary Certificate of Occupancy (if applicable)	TBD
Expected Issuance Date of Final Certificate of Occupancy (if applicable)	TBD
Expected Date that BMR Units Can Be Occupied by BMR Buyers	TBD

II. Overall Composition of entire 160 Folsom Street (Transbay Block 1) Project

Total # Units in Building (including BMR):	391

Unit Type	Total #	Price Range of Market Rate Units
Studio	5	
1 Bedroom	111	
2 Bedroom	220	
3 Bedroom	37	
Penthouse	18	
Total	391	

Number of Stories in Building

Ground Floor Commercial Stories	1
Residential Stories	Tower: 38 stories Townhomes: 4 – 8 Stories Podium: 6 – 8 Stories

III. BMR Units

Total # BMR (only) Units in Development pursuant to Section 9.03 of the Owner Participation/Disposition and Development Agreement ("OP/DDA") between OCII and Block 1 Property Holder, L.P.	Total: 156 Inclusionary: 80 units (in townhomes and tower OCII Affordable BMR Units: 76 (in podium building)

BMR UNITS BY BEDROOM SIZE

Unit Type	Total #
1 Bedroom	Inclusionary: 30 OCII Affordable: 42
2 Bedroom	Inclusionary: 45 OCII Affordable: 19

3 Bedroom	Inclusionary: 5 OCII Affordable: 15
Total	156

DETAILED DESCRIPTION OF BMR UNITS BY BEDROOM SIZE

Refer to prices set by OCII/MOHCD to complete this table and please enter units in order of unit type by bedroom count.

BMR Unit #	Block and Lot	Bedroom Count	Bath Count	Square Feet	Floor	Estimated Monthly HOA Amount *	Estimated Monthly fee for leased parking space for Market Rate units	Estimated Monthly fee for leased parking space for BMR units

* Final HOA subject to State of California BRE approval.

Please use additional lines as needed.

IV. Amenities and Finishings

I understand that the amenities, finishing and construction of the units in the Affordable Projects, as defined in the OP/DDA, must be comparable to the market rate units in that they must be new and of good quality. Pursuant to Section 9.03(d) of the OP/DDA, units in the Affordable Projects, as defined in the OP/DDA, shall be comparable in the number of bedrooms and overall quality of construction to the units in the Market-Rate Project. The interior features of the Affordable Housing Units need not be the same as or equivalent to those in the Market-Rate Project, as long as they are of good quality and are consistent with the then-current standards for new housing, as specified in Attachment 22 of the OP/DDA. Developer and OCII's agreed-upon finishes and specifications for the Affordable Housing Units are detailed in the aforementioned Attachment 22 of the OP/DDA, OCII or its agent shall approve any material changes to these specifications. The categories of appliances installed in the units in the Affordable Projects shall match the categories of appliances installed in the units in the Market-Rate Project, excluding the penthouse units. For example, if the non-penthouse units in the Market-Rate Project have washer/dryer hook-ups, dishwashers, and refrigerators, then the units in the Affordable Projects shall have washer/dryer hook-ups, dishwashers, and refrigerators. In no event, however, must the appliances in the units in the Affordable Projects be of the same or comparable brands as the appliances in the units in the Market-Rate Project.

Market Rate Units: Appliance and Maker/Model/Color *(e.g. refrigerator –* *Maytag 2009 Ultimo Stainless Steel or equivalent)*	**BMR Units: Appliance and Maker/Model/Color** *(e.g. refrigerator –* *Maytag 2009 Ultimo White)*

Market Rate Units: Finishings and Type (e.g. flooring – oak)	BMR Units: Finishings and Type (e.g. flooring – pergo)

V. Special Lending Circumstances

Is there anything OCII or its agent should know about your building in terms of buyer's ability to secure loans (e.g. too many renters for FNMA approval; a pending lawsuit, etc.) Yes___ / No___

Notes:

VI. Fannie Mae Approval

Many BMR buyers will need to secure loans that can be sold to Fannie Mae, unless a bank is willing to hold the loan. Is your building Fannie Mae approved? Yes___ / No___

What steps will you take to ensure that your building is Fannie Mae approved?

VII. Preferred Lenders

Will you have preferred lenders for your building? Yes___ / No___

If so, please identify your preferred lenders.

Bank/Brokerage Name	Loan Officer/Broker Name	Contact Information

Is there any special circumstance about your building that would require buyers to work through your preferred lenders for a loan preapproval before you would feel comfortable entering into a contract with that BMR buyers? Yes___ / No___

If yes, please explain below:

Please note that BMR buyers must be allowed to use any MOHCD-approved lender for their final loan regardless of the presence of preferred lenders in the building.

In order for your preferred lenders to provide loan pre-approvals to BMR applicants, they must be approved by MOHCD. Are your preferred lenders currently listed on the list of MOHCD-approved BMR lenders at www.sfmohcd.org? Yes___ / No___

If no, please explain below:

VIII. Buyer Representation

Will you be providing commission for any market rate buyer's realtor in your building? Yes___ / No___

If yes, please explain the arrangement below, including commission percentage and rules for registering as a realtor for a BMR buyer:

Please note that all BMR buyers must be offered the same realtor arrangement as that offered to any one market-rate buyer in your building. To that end, will you be providing commission for realtors representing your BMR buyers? Yes___ / No___

If yes, please explain the arrangement below, including the commission percentage and rules for registering as a realtor for a market rate buyer:

Will you represent buyers who do not have a realtor? Yes___ / No___

If no, please explain below:

IX. Fees

I understand that the seller will pay all fees detailed in the Limited Equity Homeownership Program Loan Disclosure Informational Manual and the City and County of San Francisco Inclusionary Affordable Housing Monitoring and Procedures Manual 2013 (http://sfmohcd.org/sites/default/files/FileCenter/Documents/6983-Inclusionary%20Procedures%20Manual%20051013.pdf), including the payment of the transfer tax fee for all BMR units.
Yes___ / No___

X. Buyer Qualifications: OCII and MOHCD

Among other rules set forth in the Limited Equity Homeownership Program Loan Disclosure Information Manual and the City and County of San Francisco Inclusionary Affordable Housing Monitoring Procedures Manual 2013, I understand that:

- Buyers must be first-time homebuyers, as defined in the Limited Equity Homeownership Program Manual;
- Buyers must intend to occupy their unit as their primary residence;
- Buyers are subject to an income and asset test;
- Buyers must meet a standard of at least one household member per bedroom;
- All titleholders must include a certificate of completion from a first-time homebuyer workshop in the application for a BMR unit. The certificate must be no older than 2 years from the date of application (except that certificates must be issued within 6 months of closing if seeking down payment assistance) and must be from one of the 5 MOHCD-approved first-time homebuyer organizations;
- Buyer household must submit a loan preapproval from an approved OCII/MOHCD BMR lender as a part of the application packet;
- Applicants are not required to hold a Certificate of Preference (COP) or any other Housing Preference Certificates that have been approved by the Commission on Community Investment and Infrastructure ("CCII"), such as the Ellis Act Housing Preference (EAHP), or live or work in San Francisco in order to apply, but will receive a lottery preference for such;
- Buyer households must not exceed the following income maximums by household size (please adjust according to your pricing approval letter):

(Developer to enter the correct qualifying household incomes for the year marketing is scheduled to commence for each AMI level detailed below. Please visit http://sfmohcd.org/income-limits-and-sales-price-levels-mohcd-homeownership-programs for qualifying household incomes by AMI.)

Household Size	Maximum Income at 80% of AMI	Maximum Income at 90% of AMI	Maximum Income at 100% of AMI	Maximum Income at 120% of AMI
1				
2				
3				
4				
5				
6				
7				

(Households must be at least as many people as bedrooms in the unit. Please visit www.sfmohcd.org for larger households.)

XI. Buyer Qualifications: Your Building

Do the CC&R's of your building or any other restriction document dictate rules about who is eligible to purchase a unit in your building? If so, please explain below:

Does your building establish a maximum household size by unit type by bedroom count? If so, please explain below:

Do you certify that the qualification requirements for BMR applicants and the sales program for the BMR applicants are the same as those applied to your market-rate buyers overall? Yes___ / No___

If no, please explain below:

XII. Marketing Strategy

Important Dates and Completion of MOHCD/OCII Web Posting

I understand that BMR units must be posted on the MOHCD and OCII websites for 45 calendar days prior to the application deadline. The following template will become the template for the website listing.

Please complete this template thoroughly. This posting will appear on the MOHCD and OCII websites under "Current Homeownership Listings."

(Developer must prepare one table like the one below for each of the 4 AMI (80%, 90%, 100% and 120% AMIs) levels being offered at 160 Folsom Street.)

Posting date (must be at least 30 days from the date you submit your marketing plan template to OCII and MOHCD)	
Program	Limited Equity Homeownership Program
Type of unit	*Choose* Condo, Townhouse or Detached Single Family Home
Name of building	*Special note: This project was initially approved by the Office of Community Investment and Infrastructure (OCII) and transferred to the Mayor's Office of Housing and Community Development for oversight.*
Unit address (including city/state/zip code)	
Neighborhood name	
Area median income for pricing unit	95% of Area Median Income (AMI)
Area median income for qualifying for unit	100% of Area Median Income (AMI)
Sales price	
Maximum qualifying income level of applicant households	Maximum household income must not exceed the following amounts by household size: **Maximum Income by Household Size derived from the Unadjusted Area**

<table>
<tr><td></td><td>Median Income (AMI) for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco (_____[Enter Year])

(Developer to enter the applicable AMI level and corresponding incomes for the year it begins marketing the BMR units.)

<table><tr><th>Household Size</th><th>Maximum Income at _____% of AMI</th></tr><tr><td>1</td><td></td></tr><tr><td>2</td><td></td></tr><tr><td>3</td><td></td></tr><tr><td>4</td><td></td></tr><tr><td>5</td><td></td></tr><tr><td>6</td><td></td></tr><tr><td>7</td><td></td></tr></table>(Households must be at least as many people as bedrooms in the unit. Please visit www.sfmohcd.org for larger households.)

Note: These units are priced to be affordable to households at 5% of AMI less than the qualifying AMI income level as outlined in the Limited Equity Homeownership Program Loan Disclosure Information Manual. For instance , units will be priced at 95% of AMI for households earning up to 100% of AMI to qualify for a unit.</td></tr>
<tr><td>Number of bedrooms</td><td></td></tr>
<tr><td>Number of bathrooms</td><td></td></tr>
<tr><td>Square footage</td><td></td></tr>
<tr><td>Year built</td><td></td></tr>
<tr><td>Appliances</td><td></td></tr>
<tr><td>Amenities</td><td></td></tr>
<tr><td>Parking</td><td>Parking for the OCII Affordable Project shall be provided in the Garage, as defined in Section 9.06 of the OP/DDA. The parking ratio of the OCII Affordable Project, as defined in the OP/DDA, must be no less than one stall for every four residential units. In addition to the upfront purchase price for the Affordable Housing Units, parking spaces shall be made available to the buyers of the Affordable Housing Units for ongoing costs at a monthly below market cost that is the lesser of (1) one-half the current market rate for parking in the neighborhood or (2) the operating cost of the Garage; provided, however, such parking spaces shall not be deeded spaces.</td></tr>
<tr><td>Monthly homeowner dues</td><td></td></tr>
<tr><td>What the HOA dues cover</td><td></td></tr>
<tr><td>Date on which BMR unit(s) can be occupied by owner</td><td></td></tr>
<tr><td>Lottery Preferences</td><td>In accordance with the Developer’s Marketing and Operating Obligations, the following lottery priorities will apply to this Redevelopment Project:
1. Certificate of Preference Holders
2. Ellis Act Housing Preference Holders
3. San Francisco Residents
4. Members of the general public
Please review the BMR Application for a detailed description of each preference.</td></tr>
<tr><td>Other qualification notes</td><td>This project was formerly managed under the San Francisco Redevelopment Agency Limited Equity Program (LEP) and subject to the asset test below. Qualified</td></tr>
</table>

	retirement accounts (such as IRA, 401K, 403B) will not be counted toward an applicant's income unless a portion is being used toward the down payment. The first $15,000 of household assets is excused; 10% of all assets between $15,001 and $100,000 will be added to the total household income; and 35% of assets above $100,001 will be added to the total household income All titleholders/borrowers must complete a first-time homebuyer workshop through one of the City's 5 approved first-time homebuyer counseling agencies in order to apply. Please visit http://homeownershipsf.org/workshops for a schedule of upcoming classes. Verification of Homebuyer Education Completion or Certificate of Homebuyer Education from a MOHCD approved first-time homebuyer workshop is required. Certificate of Homebuyer Education issued before May 1, 2015 is valid for 2 years from the date of issuance. Verification of Homebuyer Education Completion is valid for 1 year from the date of issuance. In the case of buyers receiving down payment assistance from the City, certificates must not be older than 6 months from the time of closing on the unit. A copy of the mortgage loan pre-approval and homebuyer counseling certificate for every adult household member on loan and title to the BMR unit must be included with the BMR application. Applicants are encouraged to apply for down payment assistance through the following programs. Please speak with your approved lender about their ability to lend using these programs. • BMR Down Payment Assistance Program (BMR DALP) A deferred down payment assistance loan available to qualified households for up to $57,000 (or maximum of 15% of the purchase price, whichever is less) toward the purchase of a BMR unit. • Teacher Next Door Program (TND) for active serving the in the SFUSD • Police in the Community Program (PIC) for active members of SFPD • Mortgage Credit Certificate (MCC) Program • San Francisco Federal Home Loan Bank's WISH program provides up to $15K in matching funds for down payment assistance grant All MOHCD Approved BMR Lenders should explore these options with BMR buyers. Households must be as many people (or more) as number of bedrooms in the unit to apply. See other qualification rules in Limited Equity Program Loan Disclosure Information.
Contact person (realtor/sales agent)	
Phone	
Email	
Website	
How to obtain an application	Contact realtor or download from the MOHCD website by clicking here.
Application deadline	*Set the application deadline at least 45 days after the posting date.*

	_____, 5pm Note: Applications must be <u>received</u> in paper form the sales office by 5pm on the day of the application deadline. Applications received after the deadline will not be accepted.
Address to which application should be mailed or delivered	*Include:* Office Realtor Name Address City/State/Zip code Attn: BMR Unit(s) Address Office Hours: Must be at least 5 days per week for 5 hours per day.
Lottery date, time and location	*All lotteries for new units will be held at the MOHCD office unless a larger space is needed. Please request a date no sooner than 5 business days after your application deadline. MOHCD will contact you to confirm the lottery date/time.* Date: _____ Time: TBD Location: Office of Community Investment and Infrastructure and Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 Applicants do not need to be present at the lottery. Results will be posted to (place your web url here) within two weeks of the lottery.
Open houses	*Please complete. Must hold at least 3 open houses, 1 on a weekday evening, 1 on a weekend day and another date/time of your choice.*
Information session(s)	*Required for 3 or more BMR units only.* Enter date, time (beginning no earlies than 4:00 p.m. and location – should be reserved for 2 hours. (Consider working with City to rent main library Koret Auditorium or local community center if a larger lottery is anticipated.) Weekday - Date: _____ Time: 4-6pm Location: Offsite location TBD and approved by OCII and MOHCD. *Please plan to send a member of your sales team to talk about the building.*
Lottery preferences	The lottery preferences for 160 Folsom Street are as follows: 1. Successor Agency Certificate of Preference Holders (COP) under the Property Owner and Occupant Preference Program, as reprinted September 11, 2008 and effective October 1, 2008, as approved by Agency Resolution No. 57-2008; 2. Ellis Act Housing Preference (EAHP) certificate holders in conformance with both priorities listed above and the policies established for the EAHP Program under OCII Resolution No. 64-2014 (August 5, 2014);

	3. San Francisco residents or workers; and 4. Members of the general public. All individuals and households may enter the lottery for a BMR unit. However, those households in which one member holds a Certificate of Preference (COP) from the former San Francisco Redevelopment Agency will be given highest preference in the lottery ranking process. The City of San Francisco and MOHCD have adopted new housing preferences. They included the Displaced Tenant Housing Preference (DTHP) and Neighborhood Resident Housing Preference (NHRP). For City-supported projects, households in which one member holds a DTHP Certificate from the MOHCD will be given second highest preference in the lottery ranking process, for up to 20% of the units in projects with at least 5 BMR units. DTHP certificate holders will also be included in the live/work preference regardless of their current live/work location. The new Neighborhood Resident Housing Preference is targeted at households that submit acceptable documentation that at least one member lives in the same supervisorial district or within a half-mile of the project will be given the third highest preference in the lottery ranking process under the NRHP. The NRHP applies to up to 40% of the units in projects with at least 5 BMR units. Households that submit acceptable documentation that at least one member lives or works in San Francisco will be given the next highest preference in the lottery ranking process. Should the Commission on Community Investment and Infrastructure adopt these new or any other housing preferences prior to the date the Project Sponsor submits its completed and updated Marketing Plan as required below, they would apply to the 160 Folsom Street project and shall be reflected in Project Sponsor's complete and updated Marketing Plan. If the number of units available exceeds the number of qualified applicants in the above listed preference, the units will become available to other qualified applicants outside of San Francisco. Applicants in each preference category must meet program requirements in order to complete the sale or rental.
Realtor commission	Are buyers' realtors eligible for commission on these BMR units? Yes___ / No___ If yes, what percentage of the sales price will be offered to the buyer's realtor? If yes, how does a BMR buyer "register" his or her realtor in order for the realtor to obtain cooperating broker commission?
Procedures manual	All potential buyers must review the Limited Equity Program Loan Disclosure Information that governs this property.
Re-pricing mechanism	A BMR unit will be resold at a restricted price to a household that meets the first-time homebuyer and income qualifications for the program. Please review Limited Equity Program Loan Disclosure Information Manual for specific information.
Special note(s)	*Enter special notes here, such as great reasons to buy in this building!* Note here

Advertising

I have read the City and County of San Francisco Affordable Housing Monitoring Procedures Manual 2013 and understand the process for marketing BMR homeownership units.

In addition to the requirements outlined in the OP/DDA, I understand that BMR units must be advertised over a period of at least three (3) weeks in five (5) local newspapers that outreach to minority and low-, median-, and moderate-income communities in San Francisco and in one (1) citywide paper for a period of 2 weekends on a Saturday or Sunday. The marketing must occur during the first 3 weeks of the 45-day required marketing period.

I will post in the following five (5) local venues throughout a 3-week period at least one time each week:

Newspaper or publication (choose one)	Exact Advertisements Dates
Suggestion: Craig's List	
Suggestion: Bayview or Sun Reporter (African American audience)	
Suggestion: El Mensajero or El Tecalote (Spanish language audience)	
Suggestion: Philippine News or Asian Journal (Filipino audience)	
Suggestion: Asian Weekly or Singtao Daily (Chinese language audience)	
Suggestion for Other: Choose a paper that is local to the building	

I will post in the following City-wide Paper for at least 2 weekends on a Saturday or Sunday:

Newspaper or publication	Exact Advertisements Dates
Suggestion: SF Examiner or SF Chronicle	

I will announce the affordable housing opportunity in at least three of the following non-print electronic media outlets throughout the marketing period.

Social Media Activity	Exact Advertisement Dates
Suggestion: Facebook, Twitter, etc.	
Suggestion: website	
Suggestion: email blast	

I will announce the affordable housing opportunity at least twice to the Board of Supervisors District Office where the project is located.

Board of Supervisor's Name	Notification Dates

I understand that newspaper ads and postings must state income maximums by household size; buyer qualifications; sales team contact information as the primary contact information; and identify MOHCD as the monitor of the BMR LEP program. Ads may refer applicants to the MOHCD website at www.sfmohcd.org but will not list MOHCD telephone numbers or email addresses. A copy of the wording to be used in all advertising will be sent to OCII and MOHCD for initial review. All postings will display an "Equal Housing Opportunity" symbol on all marketing materials, advertisements and notices at the sales office:



Sample Ad Language

2 one-bedroom “Below Market Rate” ownership units available at 160 Folsom Street. $154,000 – $293,000. Buyers must be first-time homebuyers and buyers must not exceed the following income:

100% of Median Income
One person - $74,500; 2 persons - $86,150; 3 persons - $96,950; 4 persons - $104,650 etc.

Applications due by 5pm on DATE. Please contact the Green Company for an application and more information. (415) xxx-xxxx, or (enter email address) or download at (enter website address).

Units available through the San Francisco Mayor’s Office of Housing and Community Development and are subject to monitoring and other restrictions. Visit www.sfmohcd.org for program information.



I will use the following ad language when advertising the BMR units.

Your Proposed Ad Language Here:

Ad Copies
I understand that we must save copies of our BMR ads and make them available to OCII or its agent at the culmination of our marketing period.
Website
I will create a website for the BMR units or create a link for the units on our existing website at _____. (A BMR website is not a requirement, but it is recommended.)

Postcard
I understand that our project must provide a postcard **as a part of this submission** for the BMR units available that includes the following information. (Please see sample flyer at the end of this document for a template.)

- “Below Market Rate Ownership” indication
- Reference to OCII BMR Limited Equity Program
- Certificate of Preference Indication
- Ellis Act Housing Preference Indication
- Maximum Qualifying Incomes
- Sales Price(s)
- Description of Units
- Exterior and Interior (if available) Photo of the Development
- Information on Information Sessions
- Information on how to obtain an application
- Open house dates

- Fair housing logo
- Equal Opportunity Logo

Strategy for Marketing to Residents of the Immediate Neighborhood
I understand I must present a strategy for reaching out to the local community surrounding the building. (Suggestions include posting flyers in local community meeting places, posting the units in local papers, and reaching out to local community groups. This strategy is above and beyond your ad placements.)

Your Strategy for Marketing to Residents of the Immediate Neighborhood Here

Strategy for Collaborating with First-time Homebuyer Counseling Agencies
We encourage BMR sales agents to work with the 5 City-approved nonprofit first-time homebuyer counseling agencies that are list on our website at www.sfmohcd.org and with www.homeownerhipsf.org to market BMR units to eligible and prepared middle-income homebuyers in San Francisco.

Your Strategy for Collaborating with First-time Homebuyer Agencies and HomeownershipSF Here

Languages Needs
Please list the languages spoken by your office staff. Describe your plan for communicating with monolingual Chinese, Spanish and Tagalog applicants and reviewing applications in these languages.

Outreach to Certificate of Preference and EAHP Preference Holders
I/We understand that we are responsible for marketing our BMR units to Certificate of Preference and Ellis Act Housing Preference holders. Certificate of Preference holders are primarily households displaced in Redevelopment Project Areas during the 1960's and 1970's, but may also include other persons displaced by Agency action. For more information, applicants may contact 415-701-5613.

Ellis Act Housing Preference holders are long term San Francisco tenants who were displaced because of the Ellis Act as defined by The Ellis Act Displacement Emergency Assistance Ordinance passed into law on December 18, 2013. I/We understand that I/we shall provide post cards for the mailing of an affordable housing announcement to all Certificate of Preference holders. We are responsible for printing the post cards using the information provided by MOHCD. MOHCD shall coordinate the mailing and invoice the developer for the full cost of the first class mailing, including postage and labels.

XIII. Application/Selection Process

I have read the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual 2013 and the OCII Limited Equity Loan Disclosure Information Manual and understand the applicant selection process.

XIV. Application Preparation Process

I have read the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual 2013 and the OCII Limited Equity Loan Disclosure Information Manual and understand the application preparation and review process.

XV. Lottery Process

I have read the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual 2013 and the OCII Limited Equity Loan Disclosure Information Manual and understand the lottery process.

XVI. Post-lottery Process

I have read the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual 2013 and the OCII Limited Equity Loan Disclosure Information Manual and understand the process for working with lottery winners.

XVII. Review of Program Documents

I certify that all agents involved in the process of selling BMR units have read and reviewed the following documents at www.sfmohcd.org:

- City and County of San Francisco Residential Inclusionary Affordable Housing Program Monitoring and Procedures Manual 2013
- SF MOHCD LEP Marketing, Lottery and Application Requirements for BMR Units
- Limited Equity Loan Disclosure Information – Form C
- BMR Ownership Program Application

As a licensed Real Estate broker or sales representative for the seller, I understand that I will comply with all City, State and Federal laws affecting the sale of a housing unit. I will comply with all fair housing regulations. I certify that all necessary permits, public reports associated with the sale of the property are in place and have been approved by the governing body required to review and approve those documents.

Representative (sign) _____

Representative (print) _____

Title (print) _____

Company (print) _____

Date (print) _____

Office of Community Investment and Infrastructure (OCII)
Limited Equity Program
Addendum to Marketing Plan for BMR Units

INFORMATION FOR PROJECT SPONSORS OF OCII-SPONSORED BMR UNITS

New and Vacant Buildings

Preference Order and Required Unit Set-Aside
Should the Commission on Community Investment and Infrastructure adopt the City's new Displaced Tenants Housing Preference, Neighborhood Resident Housing Preference, or any other housing preferences, prior to the date the Project Sponsor submits its complete and updated Marketing Plan as required below, they would apply to the 160 Folsom Street project and shall be reflected in Project Sponsor's complete and updated Marketing Plan.

The Project Sponsors shall give first preference in occupying BMR units to persons who have been displaced from their homes by redevelopment activities, have been issued a Certificate of Preference (COP) and who meet all qualifications for the unit.

The Project Sponsor shall give second preference in occupying BMR units to persons who have been displaced from their homes by an Ellis Act Eviction, have been issued an Ellis Act Housing Preference (EAHP) Program certificate and who meet all qualifications for the unit.

For new residential developments going through the initial sale process, the EAHP priority shall apply to twenty percent (20%) of the BMR units. Thus, if the number of units available exceeds the number of qualified applicants who hold a COP, the next priority will go to EAHP certificate holders for up to 20% of the total BMR units. The EAHP priority does not apply at initial sale to buildings having four (4) or fewer than four (4) BMR units. However, the EAHP priority does apply to these same units upon resale. For re-sale units, EAHP certificate holders shall have second priority on every unit that becomes available.

The Project Sponsor shall give third preference in occupying BMR units to persons living or working in San Francisco who meet all qualifications for the unit.

Marketing Plan
The Project Sponsor shall supply OCII with a complete and updated Marketing Plan at least sixty (60) calendar days prior to accepting lease applications and at least one hundred and twenty (120) calendar days prior to the anticipated close of escrow for ownership units or lease origination dates for rental units. This information shall not be changed without providing OCII or its agent with fourteen (14) calendar day's written notice.

Outreach to COP and EAHP Certificate Holders
The City shall furnish the following:

- A Housing Email Alert service which provides notices to COP and EAHP certificate holders advising them that City Affordable Housing units will soon be available;
- Assistance to tenants in filing COP and EAHP applications (when possible) or referral to an appropriate housing counseling organization.

Application Forms
All MOHCD Affordable Housing project applications shall include the following questions:

- "Do you have a Certificate of Preference Program certificate?"
- "Do you have an Ellis Act Housing Preference Program certificate?"
- "If yes, please provide the address from which you were displaced."

Pre-Lottery Application Status Reports
At least every seven (7) calendar days, from the initial date applications are accepted, The Project Sponsor shall supply OCII and MOHCD with a "status report" listing names and addresses of COP and EAHP certificate holders. MOHCD will, in turn, confirm within seven (7) calendar days that applicants are or will qualify as COP and EAHP certificate holders. No less than 48 business hours prior to lottery proceedings, OCII and MOHCD must have a complete list of all applicant's names, addresses, and whether they have indicated that they have a COP or EAHP certificate.

Lottery Procedures
Applicants who submit a complete application by the application deadline will receive a numbered lottery ticket whose twin ticket shall be entered into the lottery. EAHP certificate holders will receive one numbered lottery ticket that will be entered into both the EAHP lottery and the lottery for applicants who live or work in San Francisco. Incomplete applications will not be entered into either lottery. Applicants shall be invited to attend lotteries, but attendance is not mandatory.

To conduct the lottery, MOHCD and/or the Project Sponsor shall pull application tickets from a vessel and order and record the lottery results in rank order by application ticket number. There should be three separate lotteries held. First, COP holders will be drawn and ranked, followed by EAHP applicants, followed by applicants who live or work in San Francisco. In addition to the EAHP lottery, EAHP certificate holders will also be included in the live/work lottery regardless of their current live/work location. After the EAHP lottery is conducted and recorded all EAHP applicant lottery tickets will be combined with the live/work applicant tickets.

After the lottery, three final lottery lists shall be produced by the Project Sponsor and approved by MOHCD. The Project Sponsor shall notify applicants of their position in the lottery.

Application Review
The Project Sponsor shall adhere to the rank order of each of the lottery lists when offering BMR units to lottery winners. Applicants shall be reviewed by the Project Sponsor with OCII and MOHCD's approval post-lottery for program qualifications and issued an approval or disqualification letter. Note that eligibility requirements for the units available will be considered. For example, a five (5) member household who is ranked 3rd on the list will not be offered a unit if there are only studio apartments available.

For new developments, the EAHP lottery list will include all EAHP applicants but will only apply to 20% of the available affordable units. Once those units have been filled, the Project Sponsor shall begin the application review of the Live/Work or general lottery list for the remaining affordable units. Should any of the EAHP certificate applicants being considered for the EAHP priority units fall out before occupying a unit, the Project Sponsor shall go back to the EAHP lottery list to fill the vacancy until the EAHP list is exhausted. Once the EAHP list is exhausted, the Project Sponsor shall go to the Live/Work or general list to fill any units remaining from the EAHP priority units.

Post-Lottery Status Report
At least every seven (7) calendar days after the lottery, the Project Sponsor shall supply OCII and MOHCD with a "status report" listing names and addresses of all COP and EAHP certificate holders indicating the status of each application as of that date and the exact reason for any rejections. This weekly status report shall continue until all OCII- and Developer-sponsored Affordable Housing Units are sold.

Applicants who are deemed ineligible shall be notified in writing within seven (7) calendar days, with a copy to MOHCD.

Response Deadline
COP and EAHP Applicants who have been accepted and notified in writing by the Project Sponsor shall have at least ten (10) calendar days thereafter to enter into an ownership agreement. If the COP or EAHP applicant fails to affirmatively respond, the application should be closed. Rejection of the unit by a COP or EAHP certificate holder must be shown on the current status report.

Final Documentation
Within fourteen (14) calendar days after execution of a sale, the Project Sponsor shall supply OCII and MOHCD with a copy of the following for all COP and EAHP applicants

- signed copy of ownership agreement
- copy of complete application

Re-sales

The Project Sponsor or their Agent shall notify MOHCD at least thirty (30) calendar days prior to the intended sale date of a vacant BMR unit and before beginning any general marketing.

A public lottery that is done in accordance with the process outlined in the Inclusionary Affordable Housing Program Monitoring and Procedures Manual 2013 and above will be held for all BMR Units upon resale.

COP Postcard Template

Affordable Homes for Sale in San Francisco

Exterior Photo	Interior Photo

2 one-bedroom "Below Market Rate" ownership units available at 160 Folsom Street, San Francisco

- (2) Two-bedroom units for ____ available to households at or under 100% of median income
- Buyers households must earn no more than the income levels listed below:

Household Size	One Person	Two Person	Three Person	Four Person	Five Person
100% of Median Income 2016	$75,400	$86,150	$96,950	$107,700	$116,300

Side Two (Please leave room for postage and address label):
Return Address: Mayor's Office of Housing & Community Development
1 South Van Ness, 5th Floor
San Francisco, CA 94103

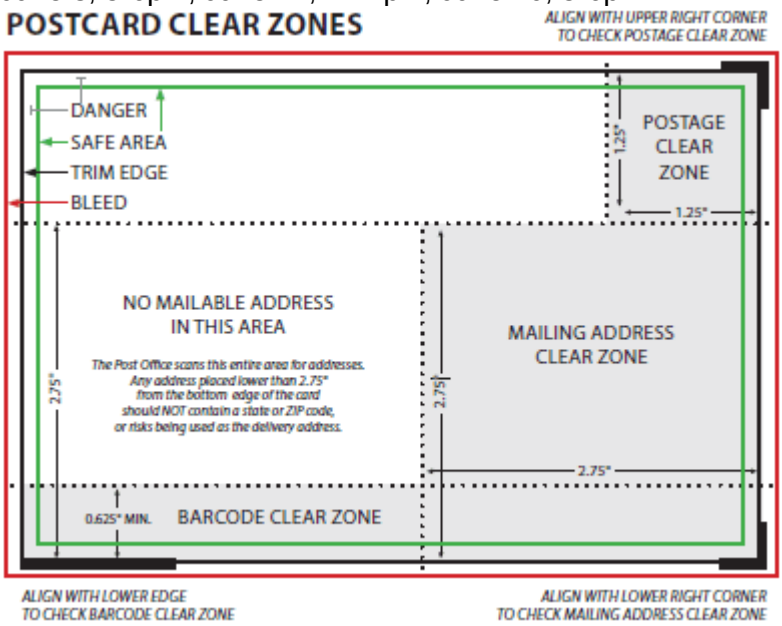
Applications must be received by 5pm on Friday, April 10, 2015 to:
ABC Real Estate
123 Church Street
San Francisco, CA 94114.

For more information & to apply contact ABC Real Estate
(415) 555-1212 or victor@jmrentals.com or view the full posting at www.sfmohcd.org.

Information session

Tuesday, June 2, 2015, 6pm
123 Hyde Street

Open House Dates
June 3, 5-6pm; June 12, 12-1pm; June 20, 5-6pm



ATTACHMENT 20-C

Early Outreach and Marketing Responsibilities and Timeline
Projects Approved by the Office of Community Investment and Infrastructure (OCII)

City and County of San Francisco
Mayor's Office of Housing and Community Development (MOHCD)
Working as OCII's agent

TASK	TIME FRAME
OCII and its agent provides developer with: • Early Outreach Plan and Marketing Plan ("Plans") template • Fair Chance Ordinance link on HRC website • Operational Rules for Lotteries (another exhibit of the DDA) • Link to Homeownership SF resources	Developer will have template prior to or by construction commencement. Developer must submit *draft* Early Outreach and Marketing Plans 30 days after construction commencement.
Developer provides OCII and its agent with the Early Outreach Plan	At least 1 month after construction commencement
OCII reviews Outreach Plan for accurate project information, partnering with a community outreach organization, and consistency with template.	OCII will provide approval no later than 10 business days after final draft is received.
OCII and its agent review and approve Outreach Plan	Approval is provided within 5 business days.
Early Outreach begins: • OCII and its agent monitor developer's progress on Early Outreach timeline and activities • Developer submits one monthly report on Early Outreach activities to OCII and its agent	
Developer provides OCII and its agent with Early Outreach marketing materials and OCII's agent does 1st of 5 COP mailings	3 months after construction commencement
Developer submits refined draft Marketing Plan. Upon receipt of draft Marketing Plan, OCII notifies its agent that the marketing plans are forthcoming.	12-months prior to the anticipated Temporary Certificate of Occupancy ("TCO").
OCII reviews Plan for consistency with development agreements (loan agreements, VDDAs, DDAs, OP/DDAs, etc.), including AMIs and occupancy preferences, engages with developer if any discrepancies, and confirms with its agent that the first draft of plan is consistent with applicable agreement, and sends plan to its agent.	Within 30 days of receipt of plan (no later than 45 days after receipt of draft plan) OCII sends to plan to MOHCD
OCII and its agent meet with sales agent and Access to Housing Partner to go over all marketing & lottery processes	After draft Marketing Plan(with the Tenant Selection Criteria) are approved and before marketing plan is finalized and approved
OCII and its agent approve revised draft Plans & transmits Marketing Plan approval to developer	Within 60 days after the receipt of the Marketing Plan
Developer provides OCII and its agent with marketing materials and OCII's agent does 2nd of 5 COP mailings	12 months before TCO completion
Developer provides OCII and its agent with marketing materials and OCII's agent does 3rd of 5 COP mailings	10 months before TCO

Developer provides OCII and its agent with marketing materials and OCII's agent does 4th of 5 COP mailings	8 months before TCO
OCII and/or its agent requests any/all Plan updates from developer with finalized dates and actual pricing	7 months before lease up/sales
Developer submits final plan and COP postcard to OCII and its agent • OCII's agent does 5th of 5 COP mailings • Notice of Application Workshops	30 day period, 6 months sales
For projects where salesbegin between Jan-May: If a new AMI has been published since the first draft of the Marketing Plan was created, then OCII's agent will determine if the new AMI sales price calculations should be used in the final version of the marketing Plan. Alert OCII and its agent if the AMI numbers are revised.	Same 30 day period as above
Developer sends advertisements to OCII and its agent for review and approval	Same 30 day period as above
OCII and its agent considers final Marketing Plan with advertisements for approval	Same 30 day period as above
Marketing Period begins. OCII's agent does COP mailing and posts to website, housing alert system, Front Desk	90 days before sales
Marketing period	45 days (homeownership)
Developer provides OCII and its agent with applicant lists on a weekly basis. OCII's agent confirms EAHP & COP	Weekly during marketing period
OCII and its agent attend consumer information session (if applicable)	If/when scheduled
OCII fields consumer complaints and works with sales agent to address pre-lottery issues	As needed
Developer provides OCII's agent with final list of applications that are assigned lottery numbers	One week before lottery date
Lottery –OCII and its agent assist developer	Two weeks after marketing period ends
Developer provides OCII's agent with final lottery lists that have been reconciled with the applicant list for approval to begin sales.	ASAP after lottery
Developer will submit lottery list to OCII's agent who will confirm the list within 7 business days.	
Sales begin • The appeals process needs to be included on the application, next to the signature line and in every denial letter sent to applicants	
Developer submits weekly sales reports to OCII and its agent using spreadsheet provided by OCII and its agent	Weekly during unit sales
If applicant files an appeal: • Developer tracks the appeal on weekly lease up list • Developer hears the appeal • Before 2nd denial is sent OCII and its agent need to review file	
OCII and/or its agent reviews all denials and confirms Developer is correct in calculations and following marketing	

procedures	
OCII's agent alerts OCII to problems/concerns with unit sales.	
OCII and its agent address sales issues with Developer	
OCII and its agent address sales issues with consumers and hears denial appeals after initial review by OCII and its agent	
Developer provides OCII and its agent with a clean copy of the Final Waitlist	

ATTACHMENT 20-D

Operational Rules for San Francisco Housing Lotteries

In order to implement consistent and transparent marketing practices for all affordable housing under the purview of the Office of Community Investment and Infrastructure (OCII) and its agent for implementation, the Mayor's Office of Housing and Community Development (MOHCD), the following policies and procedures have been adopted. The Developer hereby acknowledges and agrees to follow these procedures as outlined below.

In the event of a conflict between the OP/DDA and this document, the the OP/DDA will prevail. Likewise, when state and federal funding sources conflict with anything outlined in these guidelines, they too shall prevail.

HOUSING PREFERENCE PROGRAMS

The Developer hereby agrees that first preference in occupying units designated for Low Income Households (Low Income Units) will be given to persons who have been issued a Residential Certificate of Preference (COP) and who meet all qualifications for the unit.

The Developer further agrees that second preference in occupying units designated for Low Income Households will be given to persons who have been issued an Ellis Act Housing Preference Program (EAHP) Certificate and who meet all qualifications for the unit; provided however, if the Project will include funds from the California Department of Housing and Community Development, this EAHP Priority (and the corresponding requirements set forth below) will not apply for so long as the Project is subject to the requirements associated with such financing.

For new residential developments going through the initial sales process, the EAHP priority shall apply to twenty percent (20%) of the Low Income Units. Thus, if the number of units available exceeds the number of qualified applicants who hold a COP or other preference as dictated by specific loan documents or marketing plan, the next priority will go to EAHP certificate holders for up to 20% of the total Low Income Units. The EAHP priority does not apply at initial sale to buildings having four (4) or fewer Low Income Housing Units. However, the EAHP priority does apply to these same units upon re-sale.

Low Income Units with other occupancy priorities required by law, contract, or program rules may apply the COP and EAHP after other preferences, with COP holders being granted priority above EAHP certificate holders. Preferences required by a former Redevelopment Project Area Plan are not pre-empted by the COP Program or the Ellis Act Housing Preference Program.

Marketing Plan

The Developer agrees to provide OCII and/or its agent with a complete and updated marketing plan at least twelve months prior to construction completion. The Marketing Plan shall be submitted on a template form as provided by OCII and/or its agent. This information shall not be changed without providing OCII and/or its agent with fourteen (14) calendar days' written notice.

New sale units shall be marketed for at least a 45-day period, including a listing on OCII and /or its agent's website and on the email housing alert system. Applicants shall submit an abridged lottery application form only and supply full income and other documentation if selected in the lottery process to proceed with a purchase.

Outreach to Certificate Holders
OCII and/or its agent shall furnish the following:

- Written and/or printed notices to COP certificate holders advising them that units will soon be available.
- Names and addresses of COP certificate holders. OCII and/or its agent shall address printed notices created by Developer using a template provided by OCII and/or its agent. Developer is responsible for the full cost of the mailing to COP certificate holders.
- Assistance in filing COP and EAHP applications or referral to an appropriate housing counseling organization.

The Developer agrees to:

- Written and mailed notices to COP certificate holders advising them that units are available using a template provided by OCII and/or its agent. COP mailings are at the cost of the Developer.
- During the application period, conduct at least one general informational meeting for all persons interested in applying for occupancy in the development, at which the Developer shall review application procedures.
- Specifically for COP and EAHP certificate holders, make support services staff available to provide assistance throughout the application process, as it may be needed, with the goal of maximizing COP/EAHP participation to the extent possible. The Developer shall ensure that COP/EAHP holders are aware that such assistance is available.

Application
The Developer agrees to use a pre-lottery application template provided by OCII and/or its agent. After the lottery, the Developer may require applicant to complete an additional application which is included in the Marketing Plan and pre-approved by OCII and/or its agent.

Pre-Lottery Application Status Reports
The Developer agrees to supply OCII and/or its agent with the names, addresses, and housing preference certificate numbers (when available) of all applicants including whether or not they indicate they are eligible for COP or EAHP priority status. OCII and/or its agent will provide a template to be used to provide this status report, at a minimum, every seven (7) calendar days from the initial date applications are accepted. OCII and/or its agent will, in turn, verify within seven (7) calendar days which such applicants are qualified as COP or EAHP certificate holders.

After the application period has closed, and at least 5 business days prior to lottery proceedings, a non-prioritized list of all interested applicants will be provided to OCII and/or its agent on the template provided. The list shall include applicant names, addresses, and whether the applicant holds a COP or an EAHP certificate. If OCII and/or its agent does not receive this final applicant list within 5 business days of the lottery, it will be cause to postpone the lottery proceedings until the complete list is received.

Lottery
Developers shall ensure that all COP holders receive first priority for occupancy, and EAHP certificate holders receive second priority for occupancy in 20% of units, except in cases where approved and documented occupancy priorities preempt the COP and EAHP preferences. EAHP certificate holders who

are not offered a unit in the 20% set aside shall have equal chance at any remaining units as other qualified applicants.

The Developer shall hold a public lottery to select prospective buyers. Applicants who submit a complete application by the application deadline receive a numbered lottery ticket whose twin ticket is entered into the lottery. Upon pre-approval from OCII and/or its agent, lotteries may also be conducted using names of applicants.

When the Developer chooses to receive applications by mail, applicants must be notified that applications must be post marked prior to the application deadline. Developers receiving applications via mail must allow 10 business days from the application deadline before scheduling the lottery to allow for mail delivery, to accommodate the deadline for delivery of the final application list to OCII and/or its agent (at least 5 business days prior to the lottery).
Lotteries are held in a public, accessible location. Applicants are invited to attend lotteries, but attendance is not mandatory.

To conduct the lottery, OCII and/or its agent and/or the Developer shall pull application tickets from a vessel and order and record the lottery results in rank order by application ticket number. When using names, Developer shall pre-enter all applicant names onto individual name cards. All EAHP certificate holders should have two name cards. Names shall be pulled from a vessel in rank order. There should be separate lotteries held for each preference. First, COP holders will be drawn and ranked, followed by EAHP applicants, followed by applicants from the general population. The EAHP certificate holder's second card will be included in the general lottery. Electronic lotteries are not allowed.

The Developer should use a large computer or projector screen or hand printed flip chart sheets to display all numbers/names drawn and the sequenced lottery number assigned for each preference lottery and the general lottery. This can be done by listing all applicants in separate columns under each preference category.

The Developer should record each name card/number ticket assigned a lottery number onto the applicant list template provided by OCII and/or its agent. A computer master list as well as a hand printed paper list for double checking. Results will remain projected on a screen or posted flip chart paper throughout the lottery drawing process for the public to view and record results.

The Developer shall record the order of lottery numbers/names drawn and produce a final ranked lottery list for each preference and for the general lottery. Once the lottery preferences have been confirmed and applied, the Developer must notify applicants of their position in the lottery by posting the results on Developer's website or another public site and/or by mail.

Post-Lottery Instructions
The Developer agrees to contact each applicant in lottery rank order to set up an interview where the Developer will receive all necessary supporting documents from the applicant (i.e income documentation, tax returns, and bank statements).

The Developer agrees to income-qualify each household member based on the supporting documents submitted by the applicant. Income qualification cannot be based solely on whatis reported by the applicant on the application.

In accordance with San Francisco Administrative Code Section 12H, Developer shall not use citizen status as a qualification for selection. Developer shall not ask for social security information prior determining the household's income eligibility.

The Developer shall comply with San Francisco Police Code Article 49, Sections 4901-4920 (the "Fair Chance Ordinance").

The Developer agrees to offer units in lottery-ranked order to applicants who meet all qualifications. If an applicant is still in the review process and the applicant behind them in lottery rank order has been approved, the first applicant must be offered a specific unit that is reserved for that applicant until all qualifications have been reviewed and approved.

In the case of an applicant being denied for housing and the applicant appeals the denial, the Developer agrees to hold a comparable unit until the final decision has been made regarding the appeal. Should Developer determine that an applicant's appeal to a denial will be denied, Developer will inform OCII and/or its agent of this decision with documentation used to sustain the denial. OCII and/or its agent will confirm the denial is in accordance with Developer's eligibility requirements, such confirmation will take no more than 7 business days. Developer agrees to be in compliance with all Fair Chance Ordinance appeal process requirements.

If ineligibility is determined, the applicant will be notified in writing within one week after such determination is made, with a copy to OCII and/or its agent. These applicants will also appear on the status report.

Post-Lottery Status Report
Every seven (7) business days following any lottery the Developer shall supply OCII and/or its agent with a BMR unit sales status report on a template provided by OCII and/or its agent. OCII/MOHCD has the right to audit the Developer's sales procedure and applicant files within 24 hour notice during the BMR unit sales period.

Response Deadline
Applicants who have been accepted and notified in writing by the Developer shall have at least ten (10) calendar days thereafter to enter into a lease agreement. If the applicant fails to affirmatively respond, the application may be closed, making that unit available to the next eligible tenant. Written notice shall be provided to applicants whose applications are closed after 10 days due to a lack of response. Rejection of the unit by a COP or EAHP certificate holder and closed applications must be shown on the status report to OCII and/or its agent.

Final Documentation
Within fourteen (14) calendar days after execution of a lease, the Developer shall supply OCII and/or its agent with a copy of a demographic report on all COP and EAHP applicants.

Retention Policy
For MOHCD auditing purposes, Developer is required to keep all supporting documents for each applicant that has been interviewed for at least one year after the interview.

ATTACHMENT 21

ALTA Extended Coverage Owner's Affidavit

Escrow No.
Title Order No.

ON THE _____ DAY OF _____, 2016, before me personally appeared the undersigned, who being duly sworn according to law and intending to be legally bound, deposes and says:

1. The undersigned has reviewed Report No. _____ dated _____, 2016 at _____.

2. That there are no leases or agreements (recorded or unrecorded) affecting the Property, or other parties in possession, except as shown on the attached Exhibit A. As to those items set forth on Exhibit A, there are no options to purchase or rights of first refusal contained in the respective leases and/or agreements other than specifically indicated on Exhibit A.

   (Exhibit A attached _____ Yes _____No)

3. That the affiant knows of no unrecorded claims against the property, nor any set of facts by reason of which title to the property might be disputed or questioned, and has been in peaceable and undisputed possession of the premises since title was acquired.

4. That there has not been any construction, repairs, alterations or improvements made, ordered or contracted to be made on or to the premises, nor materials ordered therefor within the last six months; nor are there any fixtures attached to the premises which have not been paid for in full; except as shown on attached Exhibit B.

   (Exhibit B attached _____ Yes _____ No)

5. That to the best of my knowledge there has been no violation of any covenants, conditions or restrictions of record affecting the premises and that there are no disputes with any adjoining property owners as to the location of property lines, or the encroachment of any improvements.

This affidavit is made for the purpose of aiding Chicago Title Insurance Company in determining the insurability of title to the property, and to induce said Company to issue its policies of title insurance and the affiant avers the foregoing statements are true and correct to the best of his or her knowledge and belief.

I understand that the Purchaser, Title Insurance Company and/or Lender in this transaction are relying on the representations contained herein in purchasing same, insuring same, or lending money thereon and would not purchase same, insure same, or lend money thereon unless said representations were made.

EXECUTED this _____ day of _____, 2016

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO,
a public body organized and existing under the laws
of the State of California

By: _____
Name: Tiffany J. Bohee
Title: Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, by

_____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Signature

EXHIBIT A

(Parties in Possession)

If NONE, please remove this Exhibit and check 'No' under Item 2 on Page One

EXHIBIT B

(Recent / On-going Construction)

If NONE, please remove this Exhibit and check 'No' under Item 4 on Page One

ATTACHMENT 22

Comparability Standards for Affordable Housing Units

Residential Dwelling Units Finishes and Specifications:

Definitions: Market Rate (MR) Project units and Affordable Housing (AH) Units are as defined in Recital P. of the OP/DDA.

Condition: OCII staff will review and have final approval of all AH unit appliance packages, finishes, and treatments as they are further refined during the Design Development and Construction Document stages of the architectural design process.

1. **Interior Unit Walls**
   MR & AH Units: Gypsum wallboard partitions and ceilings primed and painted with 2 coats of low-VOC, finish paint, with eggshell finish. Gypsum board finish level: minimum Level 4. Exposed concrete soffit at ceilings, typical. For dropped soffit ceilings, primed and painted gypsum wallboard.

2. **Bathroom Walls**
   MR & AH Units: Gypsum wallboard partitions and ceilings primed and painted with 2 coats of low-VOC, finish paint, with eggshell finish. Gypsum board finish level: minimum Level 4 finish. For dropped soffit ceilings, primed and painted gypsum wallboard. Tile on cement board, where indicated drawings.

3. **Appliances***
   MR Units: Range and oven, refrigerator, dishwasher, clothes washer/dryer (condensation/vent-less), stacked where indicated on drawings; (Manufacturer/model: TBD)
   Note: Energy Star compliant appliances to be provided.

   AH Units: Range and Oven: (Frigidaire, ADA-FFE3009, or equivalent). All range/ovens to be self-cleaning.
   Refrigerator: Top-Freezer, (Frigidaire, FFHT1814QW, or equivalent); Note: 1-2 bedroom units to provide 18 cubic feet refrigerator; 3 bedroom units to provide 20 cubic feet (FFHT2021QW, or equivalent).
   Dishwasher: built- in, (Frigidaire, FFBD2407W, or equivalent)
   Microwave: Over-the-range, with hood (Frigidaire, FFMV162LW, or equivalent)
   Clothes Washer/Dryer: Condensation/Vent-Less (stacked where indicated on drawings)
   Note: Energy Star compliant appliances to be provided.

   *See Appendix 1: "AH Appliances" for manufacturer/model specifications, or equivalent.

4. **Millwork**
   Kitchens, Bedrooms & Bathrooms:
   MR Units: Cabinet: Box Construction: Frameless with full overlay doors and concealed hinges (or "euro"-style equivalent) and euro-drawer extensions. Finish: (TBD: synthetic laminate veneer, or alternative. Cabinet finish will not be thermoplastic or thermofoil material); Manufacturer, layout and scope selected by architect or interior designer. Pulls TBD. Under-cabinet lighting to be provided.

AH Units: Cabinet: Box Construction: Frameless with full overlay doors and concealed hinges (or "euro"-style equivalent) and euro-drawer extensions. Finish: (TBD: synthetic laminate veneer); Manufacturer, layout and scope selected by architect or interior designer. Pulls TBD. Under-cabinet lighting to be provided.

Utility Closet, Laundry & Closets:

MR & AH Units: Cabinet: Finish: (TBD: synthetic laminate veneer), full overlay doors with concealed hinges. Manufacturer, layout and scope selected by architect or interior designer. Pulls TBD. Closets shall have clothing rods and plastic laminate shelves. Sliding doors and required lighting to be provided.

5. Counter Tops

MR Units: Provide 1-1/4" thick (final thickness dimension, TBD) resin quartz countertops, square eased edge. Full height backsplash in kitchen.

AH Units: Provide a minimum of 3/4" thick granite countertops, finished and sealed, square eased edge. 4" high backsplash at countertop in kitchen.

6. Telephone / Data

MR & AH Units: For phone / wi-fi / cable TV provide (1) connection in living room and (1) per bedroom.

7. Window Covering

MR Units: No window coverings to be provided for MR units.

AH Units: Vertical or horizontal window coverings to be provided (Spec TBD).

8. Flooring

Bathrooms

MR Units: Thin-set, synthetic tile with setting bed on cement board over acoustic underlayment.

AH Units: Sheet linoleum flooring over acoustic underlayment.

Kitchen, Living Area & Bedrooms

MR Units: No finish flooring provided. All flooring to be owner-provided.

AH Units: Wood laminate flooring over acoustic underlayment. Carpet (Spec TBD) at all bedrooms. All carpets must comply with U.S. Department of Housing and Urban Development/Federal Housing Administration UM44D.

9. Base / Trim

MR Units: MDF wall base and trim, profile TBD.

AH Units: Thermoplastic rubber dimensional base; 4-1/2" high x 5/16" thick (Burke, Profiles Designer Wall Base: Modest, Contemporary, (Color: White or equivalent)

10. Balconies

MR & AH Units: See drawings. Finish floor: thin-set, synthetic tile.

11. Doors

MR Units: Entry : 3'- 0" wide, 7'- 6" tall (varies), 1-3/4" thick, flush panel solid core wood doors with 4" painted wood frame. Door and frame rating per adjacent wall rating. Provide closer and wood peep hole.
Typical Interior : 3'- 0" wide, 7'- 0" tall, 1-3/8" thick, painted solid core wood doors with painted wood frame. Provide 4" painted wood casing.

AH Units: Entry : 3'- 0" wide, 7'- 0" tall min. (varies), 1-3/4" thick, flush panel solid core wood doors with painted 4" wood frame. Door and frame rating per adjacent wall rating. Provide closer and wood peep hole.
Typical Interior : 3'- 0" wide, 7'- 0" tall, 1-3/8" thick, painted hollow core wood doors with painted knock-down metal door frame.

12. Hardware

MR Units: Mortise, lever design, Finish: TBD. Privacy lockset at bathrooms and bedrooms.
AH Units: Mortise, lever design, satin nickel finish. Privacy lockset at bathrooms.

13. Heating/Ventilation/Cooling

MR & AH Units: Fan coils: variable refrigerant volume/ variable refrigerant flow (VRV/VRF) unit. VRV/VRF fan coil units are heat recovery system with refrigerant piping connecting each residential unit's fan coil to rooftop air-cooled heat recovery system.

Toilet Exhaust
MR & AH Units: Toilet exhaust to be served by central exhaust fans located at roof with bathrooms using dedicated ceiling exhaust fan controlled by a wall switch.

Kitchen Exhaust
MR Units: Kitchen hoods to be served by central exhaust fans located at roof.

AH: Kitchen hoods to be recirculating with general exhaust fan near kitchen. (Note: kitchen hoods will be provided as combination hoods with over-the-range microwaves.)

14. Plumbing**

MR Units: <u>Kitchen:</u> Kitchen sink, faucet and food waste disposer (TBD)
<u>Bathroom:</u> Lavatory sink and faucet, toilet, shower/tub, shower/tub surround, faucet (TBD)
<u>Accessories:</u> Medicine Cabinet, Towel Bars, Toilet Paper Holder, etc. (TBD)

AH Units: <u>Kitchen:</u>
KS-1: Kitchen Sink: single bowl, stainless, self-rimming, or similar (Proflo, PFT2522 Series, or equivalent); Faucet: single-control, or similar (American Standard Colony Soft, or equivalent); Food Waster Disposer: (Insinkerator, Badger 5, or equivalent)
<u>Bathroom:</u>
LV-1: Lavatory Sink: Drop-in countertop (self-rimming), or similar (American Standard, Aqualyn, or equivalent); Lavatory Faucet: single control, or similar (American Standard Reliant 3, or equivalent)
WC-1: Toilet: Elongated, high-efficiency (American Standard, Cadet Pro, or equivalent)
BT-1: Bathtub: recess bath with integral overflow (American Standard, Princeton, or equivalent); Tub Walls: 3-Panel Tub Wall Kit, (Swan, Veritek, or equivalent); Bath/Shower Fitting: Pressure balance, low-flow showerhead (American Standard, Reliant 3, or equivalent)

SH-1: Bath/Shower Fitting: Pressure balance, low-flow showerhead (American Standard, Reliant 3, or equivalent)
Accessories:
Medicine Cabinet: Single door medicine cabinet (Ketcham, Builders Grade, or equivalent)
Towel Bars and Toilet Paper Holder: American Standard, Serin, or equivalent

**See Appendix 2: "AH Plumbing Fixtures" for manufacturer/model specifications, or equivalent.

15. Lighting and Controls***

MR Units: Kitchen (overhead and under cabinet): (Light fixture specifications, TBD)
Living Area: (Light fixture specifications, TBD)
Bathrooms: (Light fixture specifications, TBD)
Switches and Switch Plates: (Light fixture specifications, TBD)

AH Units: Kitchen – Overhead: Surface LED Downlight, Cooper, Halo, SLD606930WH, or equivalent. (2) Two downlights per kitchen area to be provided.
Kitchen - Under Cabinet: Crescent-Stonco, Slimlyte Plus, or equivalent
Living Area: One Light Fluorescent Flush Fixture, in White Finish with Satin Etched Glass, (SeaGull Lighting, 79434BLE-15, or equivalent)
Bathrooms: Ventilation Fan/Light (Panasonic, Whisper Value-Lite, FV-08VSL2, or equivalent). Vanity light (Oracle, OVL Series, 4-OVL-2-32-T8)
Closets: Wall Sconce, (Progress Lighting, P7110, or equivalent) (where required)
Switches and Switch Plates: Legrand, PlugTail Specification Grade, (White), or equivalent.

OCII staff to review and approve reflective ceiling plan during the Design Development and Construction Document stages of the architectural design process.

***See Appendix 3: "AH Light Fixtures" for manufacturer/model to be provided, or equivalent.

FRIGIDAIRE



Freestanding Ranges

FFEF3009P W/B

FFMV162LW

30" Electric



Signature Features

Store-More™ Storage Drawer

Our convenient drawer gives you extra storage space in your kitchen.

Hi/Lo Broil Option

Offers two-position broiling and variable temperature control for more control.

Color-Coordinated Oven Door with Large Window

Stylish look with a large window makes it easy to check on what's cooking without opening the door.

Bright Lighting

Our bright lighting makes it easy to see what's inside.

Product Dimensions

Height (Max.)	47-1/2"
Width	29-7/8"
Depth (Including Handle)	28-1/2"

More Easy-To-Use Features

Manual Clean Oven

Chrome Drip Bowls

A.D.A. Compliant

When properly installed, this model is A.D.A.-qualified based on the United States Access Board's A.D.A./A.B.A. Accessibility Guidelines and the Department of Justice's 2010 A.D.A. Standards for Accessible Design.

ADA COMPLIANT

Available in:

White (W) Black (B)

Elements	Size	Watts
Right Front	6"	1,500
Right Rear	8"	2,600
Left Front	8"	2,600
Left Rear	6"	1,500

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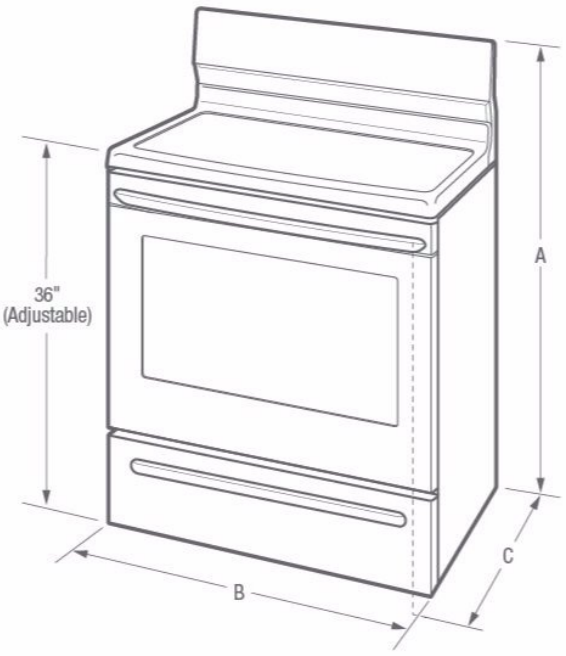
FRIGIDAIRE

Freestanding Ranges

FFEF3009P W/B **30" Electric**

Features	
Oven Control/Timing System	Ready-Select® Controls
Surface Type	Color-Coordinated Porcelain
Window	Large
Exterior Door Finish	Color-Coordinated
Handle Design	Color-Coordinated
Exterior Finish (Side Panels)	Color-Coordinated
Convection System	
Oven Cleaning System	Manual Clean
Drawer Functionality	Storage
Oven Controls	
Bake	Yes
Broil	Low and High
Add-a-Minute	
Delay Bake	
Self-Clean	
Quick Clean Option	
Delay Clean	
Kitchen Timer	
Timed Cook Option	
Auto Oven Shut-Off	
Oven Lock-Out	
Cooktop Features	
Right Front Element (Watts)	6" – 1,500
Right Rear Element (Watts)	8" – 2,600
Left Front Element (Watts)	8" – 2,600
Left Rear Element (Watts)	6" – 1,500
Center Element (Watts)	
Hot Surface Indicator Light	Yes
Coil Cooktop/Drip Bowls	Yes/Chrome
Oven Features	
Capacity (Cu.Ft.)	4.2
Oven Light	1
Hidden Bake Element	
Rack Configuration	2 Standard
Even Baking System	
Broiling System	Vari-Broil™ Hi/Lo
Bake Element/Broil Element (Watts)	2,600/3,000
Certifications	
A.D.A. Compliant[1]	Yes
Specifications	
Oven Interior (H x W x D)	17" x 23" x 18-3/4"
Power Supply Connection Location	Middle Bottom Rear
Voltage Rating	240V/208V/60Hz
Connected Load (kW Rating) @ 240/208 Volts	11.5/8.5
Minimum Circuit Required (Amps)	40
Shipping Weight (Approx.)	150 Lbs.

[1]When properly installed, this model is A.D.A.-qualified based on the United States Access Board's A.D.A./A.B.A. Accessibility Guidelines and the Department of Justice's 2010 A.D.A. Standards for Accessible Design.



NOTE: For planning purposes only. Always consult local and national electric codes. Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com.

Product Dimensions	
A - Height (Max.)	47-1/2"
B - Width	29-7/8"
C - Depth (Including Handle)	28-1/2"
Depth with Door Open 90°	48-3/8"

Cutout Dimensions	
Height (Standard)	36"
Width (Min.)	30"
Depth (Min.)	24"

*Accessories information available on the web at **frigidaire.com***

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Specifications subject to change.

FFEF3009P 11/13

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FRIGIDAIRE



Top Mount Refrigerators

FFHT1814Q W/B

18 Cu. Ft. Top Mount



Product Dimensions

Height (Including Hinges & Rollers)	66-1/8"
Width	30"
Depth (Including Door)	29-7/8"

More Easy-To-Use Features

Independent Temperature Controls

Color-Coordinated Door Hinge Covers[1]

Clear Dairy Door

Reversible Door
Door can be installed to open left or right based on your needs.

Garage-Ready
Our top freezer offers the flexibility to work in your home or in your garage. It's built to handle extreme temperature conditions.

A.D.A.-Compliant[2]
With accessible shelving, and controls that are positioned within arm's reach and allow one-hand operation, our top-freezer refrigerator is A.D.A.-Compliant.

ENERGY STAR®

Available in:

White (W)

Black (B)

[1]Select models only.

[2]When properly installed, this model is A.D.A.-qualified based on the United States Access Board's A.D.A./ A.B.A. Accessibility Guidelines and the Department of Justice's 2010 A.D.A. Standards for Accessible Design.

Signature Features

Built with American Pride

Appliances that are high-performing, more accessible, and more innovative than ever—designed, built, and engineered in the U.S.A.

Store-More™ Humidity-Controlled Crisper Drawers

Our humidity-controlled crisper drawers are designed to keep your fruits and vegetables fresh so you don't have to worry about stocking up.

Store-More™ Gallon Door Shelf

Door storage gives you room for larger items like a gallon of milk.

Full-Width Wire Freezer Rack

Enjoy more usable space and better organization.

FRIGIDAIRE

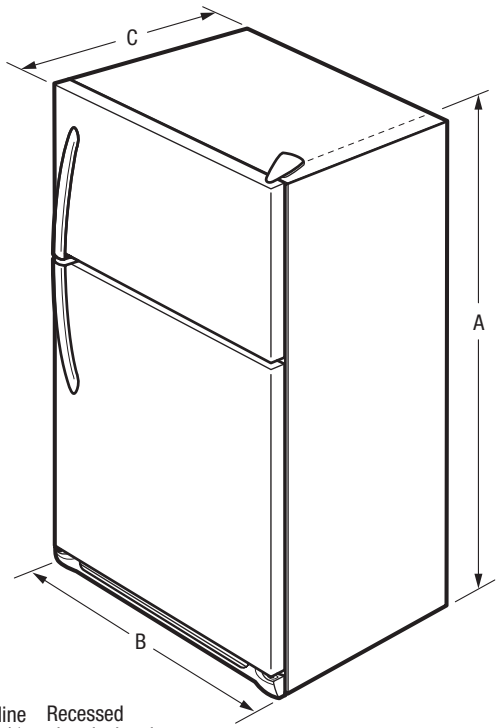
Top Mount Refrigerators

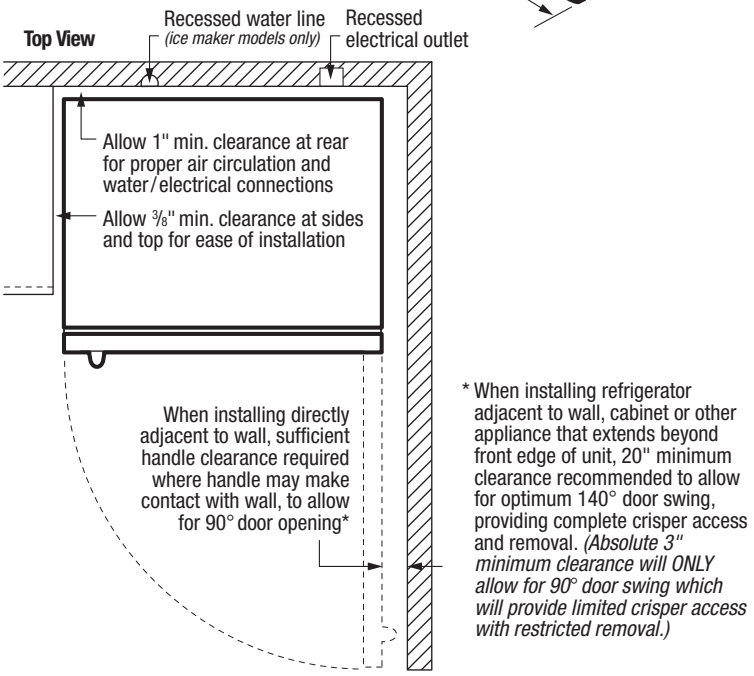
FFHT1814Q W/B **18 Cu. Ft.**

Features	
Door Design	UltraSoft™
Door Handle Design	Color-Coordinated
Cabinet Finish (Textured)	Color-Coordinated
Door Stops	Yes
Door Hinge Covers	Color-Coordinated
Door Reverse Option	Yes
Left-Swing Door	
Rollers – Front/Rear	Fixed/Yes
Sound Package	
Toe Grille	Color-Coordinated
Garage-Ready	Yes
Refrigerator Features	
Interior Lighting	Bright
Refrigerator Shelves	2 Full-Width SpaceWise® Wire
Deli Drawer	
Wine/Can Rack	
Store-More™ Crisper Drawers	2 Clear
Humidity Controls	2
Dairy Compartment	Clear Dairy Door
Door Bins	
Door Racks	3 Full-Width White
Non-Slip Bin Liner	
Tall Bottle Retainers	
Gallon Door Storage	1
Freezer Features	
Door Bins	
Door Racks	2 Full-Width White
Freezer Shelves	1 Half-Width Wire
Factory Ice Maker w/ Large Ice Bin	Optional (PN# IM116)
Lighting	
Certifications	
A.D.A.-Compliant[1]	Yes
ENERGY STAR®	Yes
Specifications	
Total Capacity (Cu. Ft.)	18.0
Refrigerator Capacity (Cu. Ft.)	14.1
Freezer Capacity (Cu. Ft.)	3.9
Power Supply Connection Location	Right Bottom Rear
Water Inlet Connection Location	Bottom Right
Voltage Rating	120V/60Hz/15A
Connected Load (kW Rating) @ 120 Volts[2]	.72
Amps @ 120 Volts	6.0
Minimum Circuit Required (Amps)	15
Shipping Weight (Approx.)	205 Lbs.

[1]*When properly installed, this model is A.D.A.-qualified based on the United States Access Board's A.D.A./A.B.A. Accessibility Guidelines and the Department of Justice's 2010 A.D.A. Standards for Accessible Design.*

[2]*For use on adequately wired 120V, dedicated circuit having 2-wire service with a separate ground wire. Appliance must be grounded for safe operation.*





* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. *(Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)*

NOTE: For planning purposes only. Always consult local and national electric and plumbing codes. Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com.

C US

Product Dimensions	
A - Height (Incl. Hinges & Rollers)	66-1/8"
B - Width	30"
C - Depth (Incl. Door)	29-7/8"
Depth with Door Open 90°	58-1/2"

Accessories information available on the web at ***frigidaire.com***

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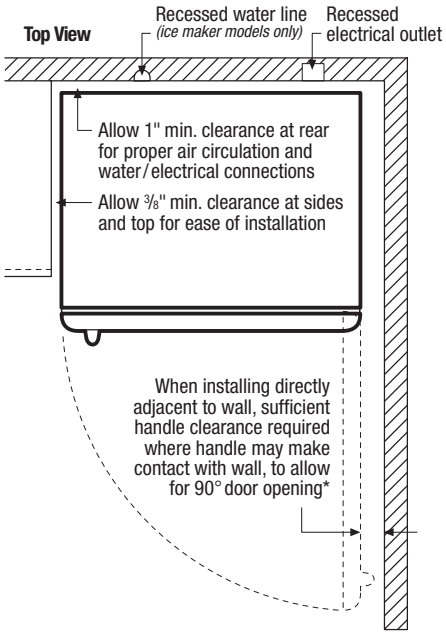
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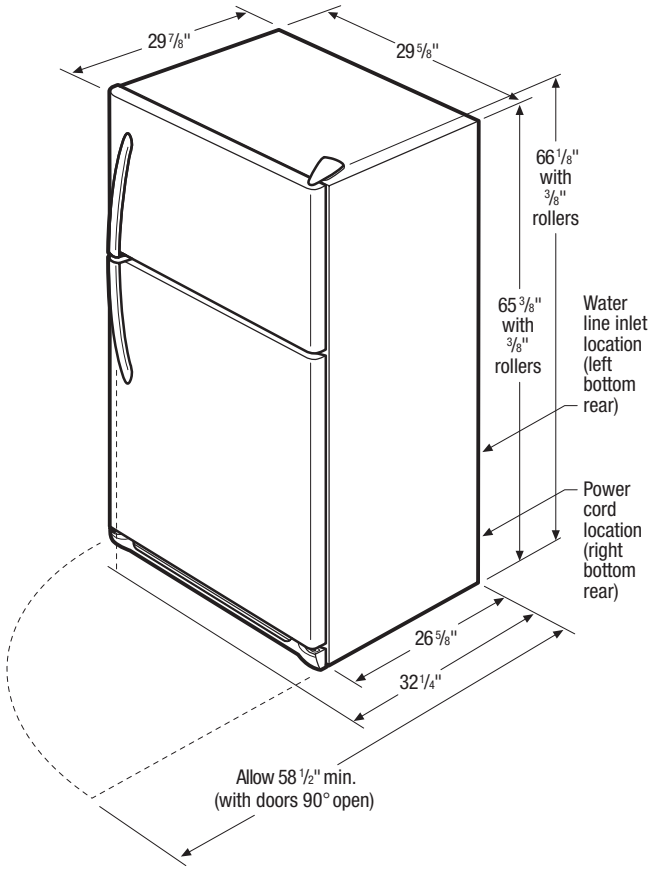
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FRIGIDAIRE

Top Mount Refrigerators

FFHT1814Q W/B **18 Cu. Ft.**





* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. *(Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)*

Top Mount Refrigerator Specifications

- Product Shipping Weight (approx.) – 205 Lbs.
- An electrical supply with grounded three-prong receptacle is required. The power supply circuit must be installed in accordance with current edition of National Electrical Code (NFPA 70) and local codes & ordinances.
- Voltage Rating – 120V/60 Hz/15 Amps
- Connected Load (kW Rating) @ 120 Volts = .72kW
- Amps @ 120 Volts = 6.0 Amps
- Always consult local and national electric & plumbing codes.
- Floor should be level surface of hard material, capable of supporting fully loaded refrigerator.
- Minimum 3/8" clearance required for sides and top of refrigerator with 1" clearance at rear to allow for ease of installation, proper air circulation, and plumbing/electrical connections.
- When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. *(Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)*
- To ensure optimum performance, do not install in areas where temperature drops below 55°F or rises above 110°F and avoid installing in direct sunlight or close proximity to range, dishwasher or other heat source.
- For proper ventilation, front grille MUST remain unobstructed.
- Recess electrical outlet when possible.
- Optional Ice Maker Kit (PN# IM116) available for installation in ice maker-ready models only.
- Water recess on rear wall recommended to prevent water line damage.
- Water Pressure – Cold water line must provide between 30 and 100 pounds per square inch (psi).
- Copper tubing with 1/4" O.D. recommended for water supply line with length equal to distance from rear of unit to household water supply line plus 7 additional feet. Optional Water Supply Installation Kits available.

Note: For planning purposes only. Refer to Product Installation Guide on the web at frigidaire.com for detailed instructions.

Optional Accessories

- Ice Maker Kit – (PN# IM116).

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FFHT1814Q 08/14

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C US

Specifications subject to change.

FRIGIDAIRE



Top Mount Refrigerators

FFHT2021Q S/W/B

20 Cu. Ft. Top Mount



Product Dimensions

Height (Including Hinges & Rollers)	69″
Width	30″
Depth (Including Door)	31-3/4″

More Easy-To-Use Features

Independent Temperature Controls

Full-Width Freezer Door Rack
Enjoy more usable space and better organization.

Color-Coordinated Door Handle[1]

Color-Coordinated Door Hinge Covers[1]

Half-Width Drawer
Offers you another storage option that is conveniently located so you have easy access to foods such as deli meat and cheeses.

Clear Dairy Door

Reversible Door
Door can be installed to open left or right based on your needs.

Garage-Ready
Our top freezer offers the flexibility to work in your home or in your garage. It's built to handle extreme temperature conditions.

ENERGY STAR®

Available in:

Stainless (S) | White (W) | Black (B)

[1]*Select models only.*

Signature Features

Store-More™ Capacity

Our large capacity refrigerator gives you room to store more.

Store-More™ Humidity-Controlled Crisper Drawers

Our humidity-controlled crisper drawers are designed to keep your fruits and vegetables fresh so you don't have to worry about stocking up.

SpaceWise® Adjustable Glass Shelves

Easily adjust shelves up and down to create more space for taller items.

Full-Width Wire Freezer Shelf

Gives you a way to organize items in your freezer better so you can find food quickly.

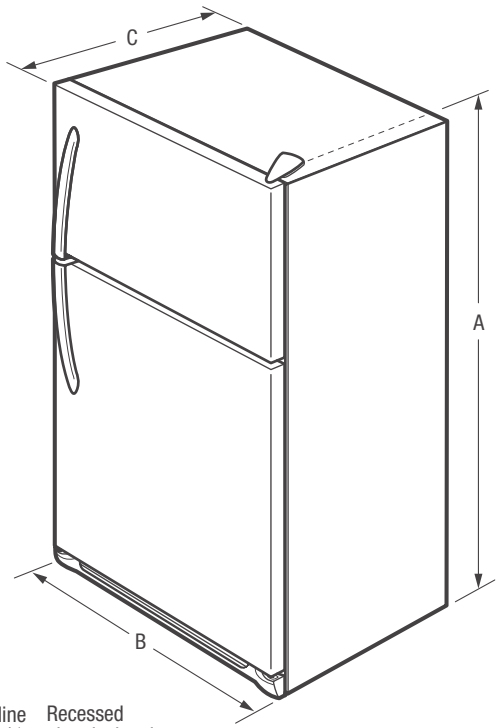
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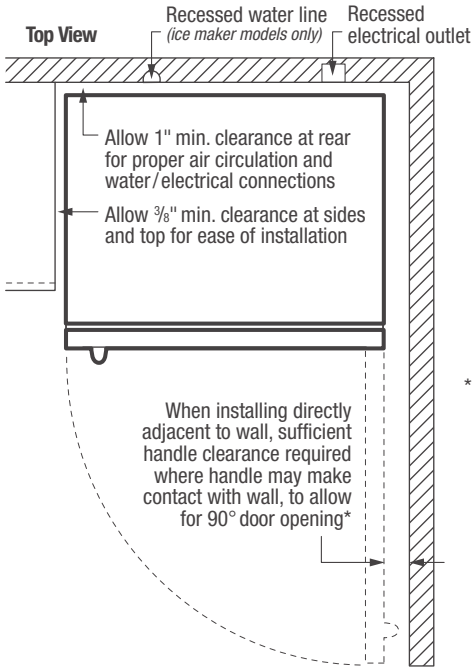
Top Mount Refrigerators

FFHT2021Q S/W/B **20 Cu. Ft.**

Features	
Door Design	UltraSoft™
Door Handle Design	Stainless Steel (S), Color-Coordinated (W/B)
Cabinet Finish (Textured)	Black (S), Color-Coordinated (W/B)
Door Stops	Yes
Door Hinge Covers	Black (S), Color-Coordinated (W/B)
Door Reverse Option	Yes
Rollers – Front/Rear	Adjustable/Yes
Sound Package	
Toe Grille	Black (S), Color-Coordinated (W/B)
Garage-Ready	Yes
Refrigerator Features	
Interior Lighting	Bright
Refrigerator Shelves	2 Full-Width SpaceWise® Glass
Deli Drawer	1 Half-Width
Wine/Can Rack	
Store-More™ Crisper Drawers	2 Clear
Humidity Controls	2
Dairy Compartment	Clear Dairy Door
Door Bins	
Door Racks	3 Full-Width White
Non-Slip Bin Liner	
Tall Bottle Retainers	
Gallon Door Storage	1
Freezer Features	
Door Bins	
Door Racks	2 Full-Width White
Freezer Shelves	1 Full-Width Wire
Factory Ice Maker w/ Large Ice Bin	Optional (PN# IM116)
Lighting	
Certifications	
ENERGY STAR®	Yes
Specifications	
Total Capacity (Cu. Ft.)	20.4
Refrigerator Capacity (Cu. Ft.)	15.3
Freezer Capacity (Cu. Ft.)	5.1
Power Supply Connection Location	Right Bottom Rear
Water Inlet Connection Location	Bottom Right
Voltage Rating	120V/60Hz/15A
Connected Load (kW Rating) @ 120 Volts[1]	0.72
Amps @ 120 Volts	6.0
Minimum Circuit Required (Amps)	15
Shipping Weight (Approx.)	220 Lbs.

[1]For use on adequately wired 120V, dedicated circuit having 2-wire service with a separate ground wire. Appliance must be grounded for safe operation.





* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. *(Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)*

NOTE: For planning purposes only. Always consult local and national electric and plumbing codes. Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com.

C US

Product Dimensions	
A - Height (Incl. Hinges & Rollers)	69"
B - Width	30"
C - Depth (Incl. Door)	31-3/4"
Depth with Door Open 90°	60"

*Accessories information available on the web at **frigidaire.com***

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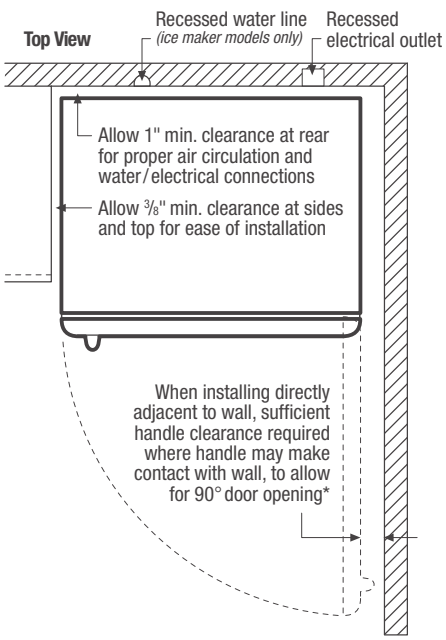
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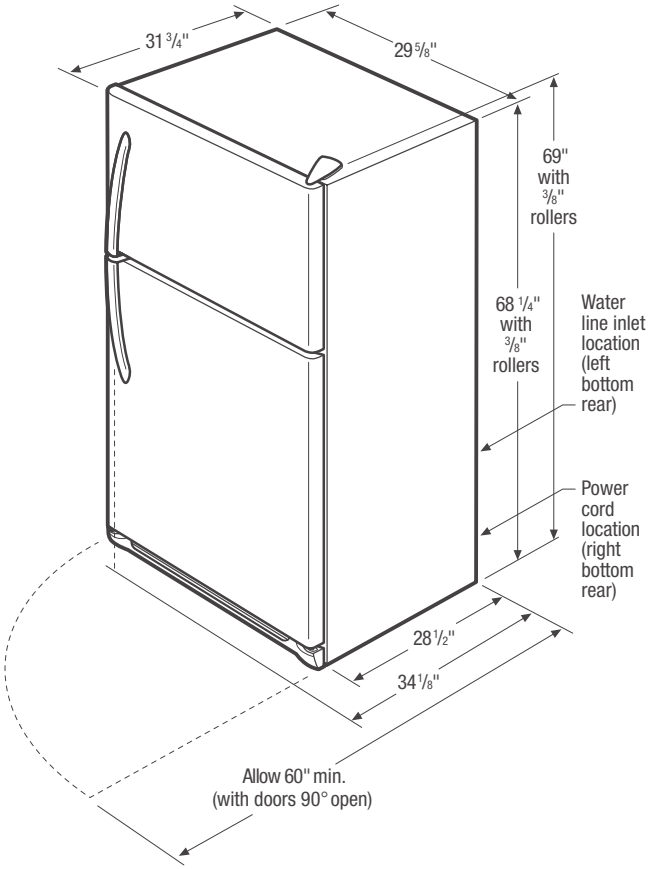
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Top Mount Refrigerators

FFHT2021Q S/W/B **20 Cu. Ft.**



* When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. *(Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)*



Top Mount Refrigerator Specifications

- Product Shipping Weight (approx.) – 220 Lbs.
- An electrical supply with grounded three-prong receptacle is required. The power supply circuit must be installed in accordance with current edition of National Electrical Code (NFPA 70) and local codes & ordinances.
- Voltage Rating – 120V/60 Hz/15 Amps
- Connected Load (kW Rating) @ 120 Volts = 0.72 kW
- Amps @ 120 Volts = 6.0 Amps
- Always consult local and national electric & plumbing codes.
- Floor should be level surface of hard material, capable of supporting fully loaded refrigerator.
- Minimum 3/8" clearance required for sides and top of refrigerator with 1" clearance at rear to allow for ease of installation, proper air circulation, and plumbing/electrical connections.
- When installing refrigerator adjacent to wall, cabinet or other appliance that extends beyond front edge of unit, 20" minimum clearance recommended to allow for optimum 140° door swing, providing complete crisper access and removal. *(Absolute 3" minimum clearance will ONLY allow for 90° door swing which will provide limited crisper access with restricted removal.)*
- To ensure optimum performance, do not install in areas where temperature drops below 55° F or rises above 110° F and avoid installing in direct sunlight or close proximity to range, dishwasher or other heat source.
- For proper ventilation, front grille MUST remain unobstructed.
- Recess electrical outlet when possible.
- Optional Ice Maker Kit (PN# IM116) available for installation in ice maker-ready models only.
- Water recess on rear wall recommended to prevent water line damage.
- Water Pressure – Cold water line must provide between 30 and 100 pounds per square inch (psi).
- Copper tubing with 1/4" O.D. recommended for water supply line with length equal to distance from rear of unit to household water supply line plus 7 additional feet. Optional Water Supply Installation Kits available.
- Adjustable front rollers to assist with door alignment.

Note: For planning purposes only. Refer to Product Installation Guide on the web at frigidaire.com for detailed instructions.

Optional Accessories

- Ice Maker Kit – (PN# IM116).

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FFHT2021Q 08/14

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Specifications subject to change.

FRIGIDAIRE



FFBD2408NW

Dishwashers

FFBD2408N S/M/W/B/Q

24" Built-In



Product Dimensions

Height (Adjustable)	33-1/2" – 35"
Width	24"
Depth (Including Door)	25"

More Easy-To-Use Features

Delay Start
2-4-6-hour Delay Start Option. Set your dishwasher to run on your schedule.

Fits-More™ Capacity
Our large capacity, tall-tub dishwasher fits up to 14 place settings so you can wash even more at once.

SpaceWise® Silverware Basket
There's a place for all of your silverware in our multicompartment, removable basket.

Ready-Select® Controls
Easily select options with the touch of a button.

High Temperature Wash

Control Lock Option

Attractive Stainless Steel Exterior[1]

ENERGY STAR®

Available in:

Stainless (S) | Silver Mist (M) | White (W) | Black (B) | Bisque (Q)

[1]Select model only.

Signature Features

Quiet Dishwasher
A quiet performance every time so it won't interrupt your time at home.

Eco-Friendly
ENERGY STAR®-qualified dishwasher also features an Energy Saver Plus Cycle that uses less energy without compromising cleaning performance.

Energy Saver Dry Option
No heat dry option.

Built With American Pride
Appliances that are high-performing, more accessible, and more innovative than ever — designed, built and engineered in the U.S.A.

frigidaire.com

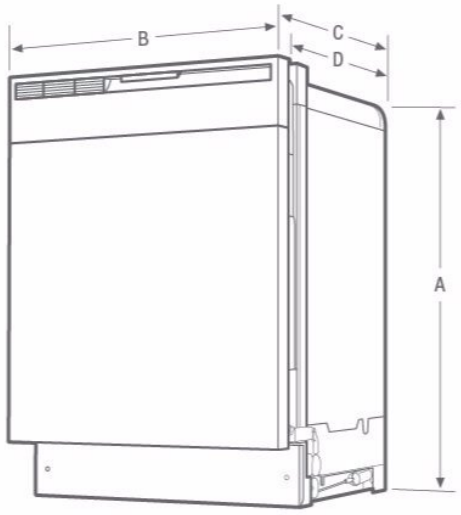
FRIGIDAIRE

Dishwashers

FFBD2408N S/M/W/B/Q **24" Built-In**

Features	
Control Design	Ready-Select®
Digital Display	
Door Latch	Yes
Stay-Put Door Hinge Design	
Low Rinse-Aid Indicator Light	
Interior Design	Tall Tub
Interior Color	White
Wash System	Direct
Wash Levels / Wash Speeds	5/1
Sound Package	UltraQuiet™ 1
Filter	Plastic
Filter Trap	Removable
Soft Food Disposer	Yes
dB Level	60
Drying System	Active Vent
Cycles	
Number of Cycles	4
Heavy	Yes
Normal	Yes
Light	Yes
Delicate	
Favorite	
China / Crystal	
Rinse Only	
Energy Saver Plus	Yes
Upper Rack Wash Only	
Cycle Indicator Light	Yes
Control Lock	Yes
Options	
Heat / No Heat Dry	Yes/Yes
Hi-Temp Wash	Yes
NSF® Certified Sanitize Rinse	
Delay Start	2-4-6 Hour
Rack System	
Rack Design / Rack Coating	Standard/PVC
Upper Rack –	
Stemware / Champagne Glass Holders	
Fold-Down Tines	
Cup Shelves	
Lower Rack –	
SpaceWise® Silverware Basket	Ultra 1
Fold-Down Tines	
Small Items Cover	
Certifications	
ENERGY STAR®	Yes
NSF® International Certification	
Specifications	
Water Inlet Location	Left Bottom Front
Water Usage (Gallons)	4.25
Water Pressure (PSI)	20 – 120
Integral Air Gap on Supply	Yes
Leveling Legs	4
Power Supply Connection Location	Right Bottom Front
Voltage Rating	120V / 60 Hz / 15A
Connected Load (kW Rating) @ 120 Volts[1]	1.44
Amps @ 120 Volts	10
Shipping Weight (Approx.)	64 Lbs.

[1]*For use on adequately wired 120V, dedicated circuit having 2-wire service with a separate ground wire. Appliance must be grounded for safe operation.*



NOTE: For planning purposes only. Always consult local and national electric and plumbing codes. Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com.

Meets requirements of ASSE 1006

Product Dimensions	
A - Height (Adjustable)	33-1/2" – 35"
B - Width	24"
C - Depth (Including Door)	25"
D - Depth (To Tub Flange)	22-1/2"
Depth with Door Open 90°	49-1/4"

Cutout Dimensions	
Height (Min.)	34-1/4"
Height (Max.)	35-1/4"
Width (Min.)	24"
Depth (Min.)	24"

*Accessories information available on the web at **frigidaire.com***

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Specifications subject to change.

FFBD2408N 03/14

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FRIGIDAIRE



FFMV162LW

Microwaves

FFMV162L S/M/W/B/Q

30" Over-The-Range



Product Dimensions

Height	16-13/32"
Width	29-7/8"
Depth	15-1/32"

More Easy-To-Use Features

Two-Speed Ventilation
Over-the-range microwave doubles as a hood with two fan speeds.

Extra-Large 13-19/32" Diameter Glass Turntable

10 Cooking Power Levels

Auto-Reheat Options

Control Lock Option

Electronic Clock & Timer

Vent Filters
Dishwasher-safe.

Auto-Start Heat Sensor Vent Fan

Ductless Vent Installation Option Included

Attractive Stainless Steel Exterior[1]

Available in:

Stainless (S) | Silver Mist (M) | White (W) | Black (B) | Bisque (Q)

[1]Select models only.

Signature Features

One-Touch Options

Our microwaves feature easy-to-use one-touch buttons so you can cook baked potatoes, popcorn, or even add 30 seconds with the touch of a button.

Fits-More™ Capacity

Extra-large microwave provides 1.6 Cu. Ft. of cooking space and will hold almost any dish—even a 13" x 9" baking dish.

Multi-Stage Cooking

Our Multi-Stage Cooking option allows you to program power levels and cooking times in advance, so you can program it to defrost, cook and keep a meal warm all at once.

Ready-Select® Controls

Easily select options with the touch of a button.

frigidaire.com

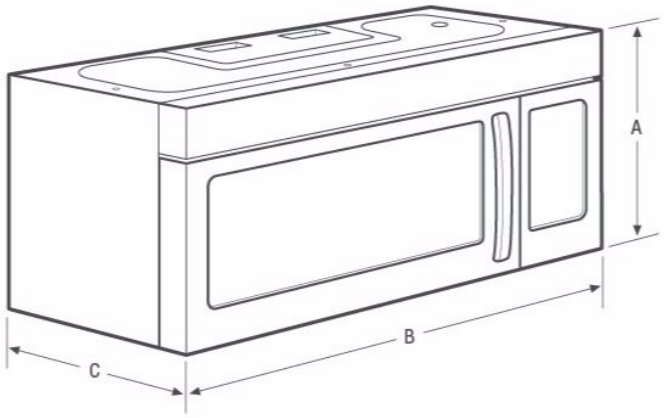
FRIGIDAIRE

Microwaves

FFMV162L S/M/W/B/Q **30" Over-The-Range**

Features	
Control/Timing System	Ready-Select®
Exterior Door Finish	Stainless Steel (S), Color-Coordinated (M/W/B/Q)
Handle Design	Black (S/M), Color-Coordinated (W/B/Q)
Microwave Capacity (Cu.Ft.)	1.6
Convection	
Watts (IEC-705 Test Procedure)	1,000
Interior Light	Yes
Interior Color	White
Turntable Diameter	13-19/32"
Turntable On/Off	
Control Lock	Yes
Clock	Yes
Touch Pad Buttons	23
Power Levels	High (1-9)
Accessory Metal Rack	
Microwave Control Options	
Popcorn Button	Yes
Chicken Nugget Button	
Baked Potato Button	Yes
Sensor Reheat Button	
Snack Button	
Beverage	Yes
Auto Melt & Soften Options	
Auto Reheat Options	Yes
Snack Menu Options	
Auto Cook Options	
Auto Defrost Options	Weight/Time
Multi-Stage Cooking Option	Yes
Keep Warm	
Add-30-Seconds	Yes
Sensor Cooking Options	
Vegetable Cook Sensor	
Delay Start	
User Preferences	
Ventilation System	
Ducted/Ductless Installation Option	Yes
Exhaust Fan (CFM)	2-Speed 170/300
Cooktop Light	Yes
Auto-Start Heat Sensor	Yes
Dishwasher-Safe Vent Filter (Ductless Installation)	Yes
Power Ratings	
Frequency (MHz)	2,450
Watts @ 120 Volts	1,550
Amps @ 120 Volts	13
Optional Accessories	
36" Stainless Steel Filler Panel Kit	PN# MWFILKTSS
36" White Filler Panel Kit	PN# MWFILKTWH
36" Black Filler Panel Kit	PN# MWFILKTBK
Specifications	
Oven Interior (HxWxD)	9-1/4" x 20-1/4" x 14-13/32"
Power Supply Connection Location	Right Top Rear
Voltage Rating	120V/60Hz/15A
Connected Load (kW Rating) @ 120 Volts[1]	1.55
Minimum Circuit Required (Amps)	15
Shipping Weight (Approx.)	69 Lbs.

[1]*For use on adequately wired 120V, dedicated circuit having 2-wire service with a separate ground wire. Appliance must be grounded for safe operation.*



NOTE: For planning purposes only. Always consult local and national electric codes. Refer to Product Installation Guide for detailed installation instructions on the web at frigidaire.com.

Product Dimensions	
A - Height	16-13/32"
B - Width	29-7/8"
C - Depth	15-1/32"

Cutout Dimensions	
Height (Min. from floor to top of unit)	66"
Width (Min.)	30"
Depth (Min.)	12"
Depth (Max.)	13"

*Accessories information available on the web at **frigidaire.com***

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Specifications subject to change.

FFMV162L 10/12

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PFT2522 Series

Stainless Steel Sinks

Product Features

- Stainless steel single bowl sink
- Self-rimming
- Sink clips included
- Available with 3 or 4 faucet holes
- 20 or 22 gauge
- Overall size 25” x 22”
- Bowl size 21-1/4” x 15-1/2”
- Bowl depth 6”, 7”, or 8”
- Drain diameter 3-1/2”
- Minimum cabinet size 30”
- Under spray coating and pads for sound deadening and insulation
- 6” bowls are ADA compliant when installed to ADA guidelines



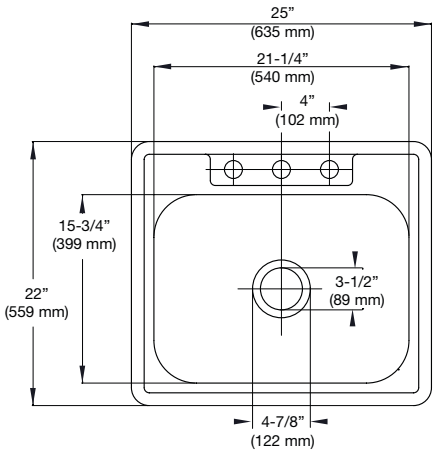
PFT252273

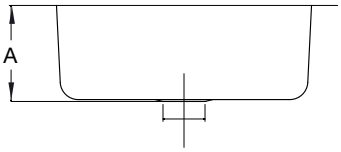
Model Numbers

PFT252263	25X22 3H 6.0 22 GA 1B SS SINK ADA compliant
PFT252264	25X22 4H 6.0 22 GA 1B SS SINK ADA compliant
PFT252273	25X22 3H 7.0 20 GA 1B SS SINK
PFT252274	25X22 4H 7.0 20 GA 1B SS SINK
PFT252283	25X22 3H 8.0 20 GA 1B SS SINK
PFT252284	25X22 4H 8.0 20 GA 1B SS SINK

MODEL	DEPTH “A”	
	IN	MM
PFT25226	6”	152 mm
PFT25227	7”	178 mm
PFT25228	8”	203 mm

Product Specifications





* All measurements are nominal. Please verify before actual installation.

Warranty and Codes

PROFLO stainless steel sinks carry a 2- year limited warranty. In an effort to continually improve our products, we will make design changes from time to time. We reserve the right to ship newly designed product to fill any order unless it is agreed in writing to do otherwise. These products meet or exceed ASME/ANSI A112.19.3m.

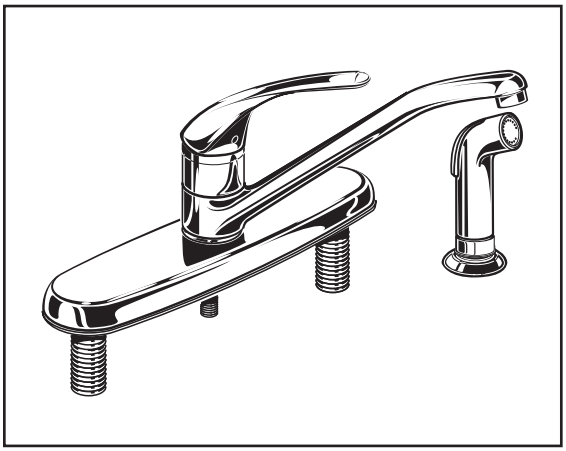
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KS-1

American Standard
Style That Works Better

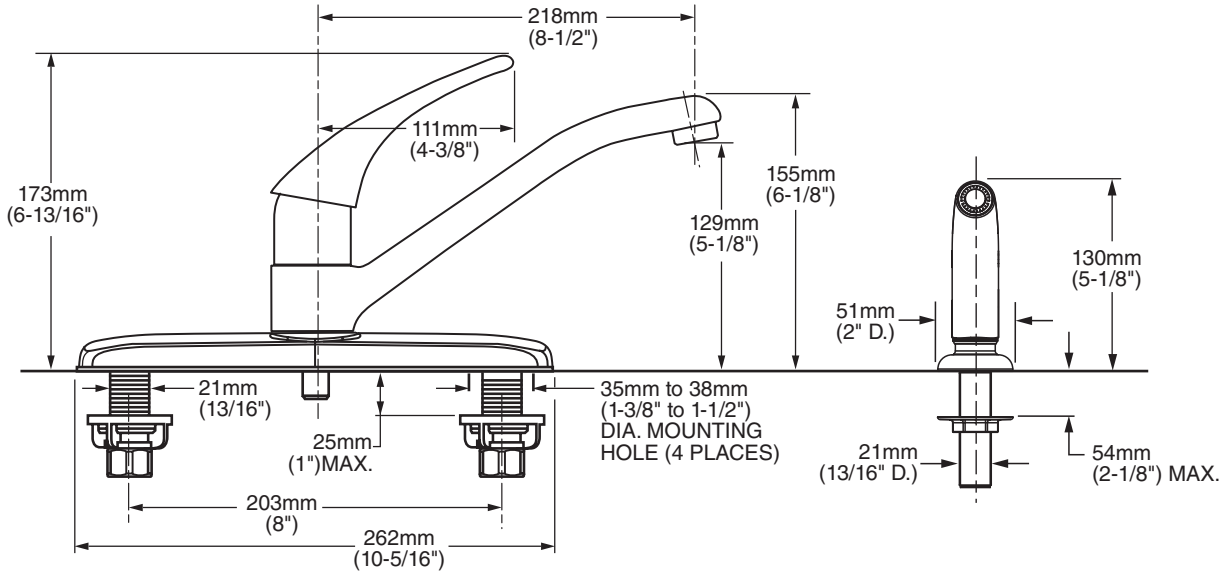
COLONY SOFT
SINGLE CONTROL KITCHEN FAUCET



4175.501 Shown

MODEL NUMBER:

- ❑ **4175.501 Kitchen Faucet**
  Metal Lever Handle. Separate Color-Matched Handspray.
- ❑ **4175.501.F15 Kitchen Faucet**
  Same as above. 1.5gpm flow rate.
- ❑ **4175.503 Kitchen Faucet**
  Metal Lever Handle. Color-Matched handspray through escutcheon.
- ❑ **4175.503.F15 Kitchen Faucet**
  Same as above. 1.5gpm flow rate.
- ❑ **4175.500 Kitchen Faucet**
  Metal Lever Handle. Less Handspray.
- ❑ **4175.500.F15 Kitchen Faucet**
  Same as above. 1.5gpm flow rate.



GENERAL DESCRIPTION:

Cast Brass 8-1/2" (218mm) long swivel spout. Metal lever handle. Washerless 40mm ceramic disc valve cartridge. Cast brass waterway with 1/2" male inlet shanks. Metal escutcheon plate (escutcheon size 10-5/16"L x 2-3/8"W). 2.2gpm/8.3L/min. maximum flow rate, 1.5gpm/5.7 L/min. maximum flow rate for F15 models.

PRODUCT FEATURES:

Ceramic Disc Valve Cartridge: Assures a lifetime of drip-free performance.

Cast Brass Waterways with "City Shanks": Strong and durable. Integral tabs on casting provide a wobble-free installation.

Lead Free: Faucet contains ≤ 0.25% total lead content by weighted average.

Memory Position Valving: Allows user to turn valve on and off at preferred temperature setting without readjusting handle position each time.

Large "Comfort Zone": Allows easy fine tuning of temperature.

Simple Installation: Fast and easy one person installation. Faucet drops in from top. Quick spin nuts secure faucet in place.

SUGGESTED SPECIFICATION:

Single control kitchen faucet shall feature cast brass waterway. Shall also feature washerless 40mm ceramic disc valve cartridge. Cast brass swivel spout. Fitting shall be American Standard Model # 4175.____.____.

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Revised 3/11

KS-1

Food Waste Disposers

insinkerator badger® 5



Submittal Sheet

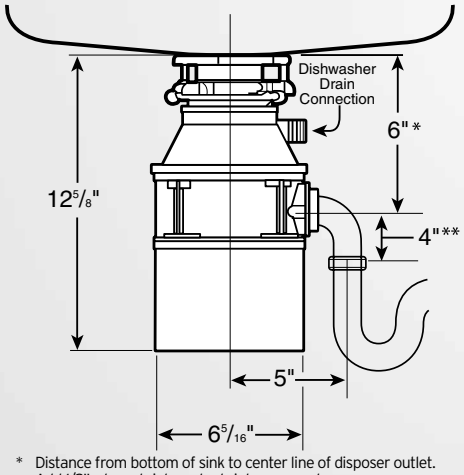
This popular model offers the following features and benefits:

- 1/2 Horsepower Heavy Duty Motor (Quiet Dura-Drive® Induction Motor)
- 2-Year *We Come To You*® In-Home Parts And Labor Service Warranty
- Rugged Galvanized Steel Construction (For Disposer Durability)
- Space-Saving Compact Design

Specifications

Type of Feed	Continuous
On/Off Control	Wall Switch
Motor	Single Phase
HP	1/2
Volts	120
HZ	60
RPM	1725
Amp. (Avg. Load)	6.9
Time Rating	Intermittent
Lubrication	Permanently Lubricated Upper & Lower Bearings
Shipping Weight (Approx.)	14 lbs.
Unit Finish	Waterborne Grey Enamel
Overall Height	12-5/8"
Grind Chamber Capacity	26 oz.
Motor Protection	Manual Reset Overload
Average Water Usage	Approx. 1 Gallon per Person Per Day
Average Electrical Usage	3-4 KWh per Year
Drain Connection	1-1/2" Cushioned Slip Joint
Dishwasher Drain Connection	Yes

Dimensions



* Distance from bottom of sink to center line of disposer outlet. Add 1/2" when stainless steel sinks are used.
** Length of tailpipe from center line of disposer outlet to end of tailpipe. NOTE: Plumb waste line to prevent standing water in disposer motor housing.

Sample Specification

Food Waste Disposer(s) shall be InSinkErator Badger® 5, continuous feed, with 1/2 H.P. motor, galvanized steel grinding elements with two stainless steel 360° swivel lugs. Self-service wrench.

Warranty:
2-Year parts and in-home service.

* The complete InSinkErator warranty is included in the Care & Use Booklet packed with each unit.

Job Specifications

Food waste disposers can provide an environmentally responsible alternative to transporting food waste to landfills. And they can help reduce greenhouse gas emissions. At capable wastewater treatment plants, food waste can be recycled to produce renewable energy. Additionally, capable wastewater treatment plants can process food waste into fertilizer. (Check the plant in your area.)

FSC MIX Paper FSC® C006660

1-800-558-5700
www.insinkerator.com

EMERSON Appliance Solutions

The Emerson logo is a trademark and service mark of Emerson Electric Co. The mounting collar configuration is a trademark of Emerson Electric Co.

InSinkErator may make improvements and/or changes in the specifications at any time, in its sole discretion, without notice or obligation and further reserves the right to change or discontinue models.

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LV-1

American Standard

BARRIER FREE

AQUALYN® DROP IN SINK
VITREOUS CHINA

AQUALYN® DROP IN SINK

☐ **0475.020** Faucet holes on 8" (203mm) centers (illustrated)

☐ **0476.028** Faucet holes on 4" (102mm) centers

☐ **0475.047** Center hole only

- Made from vitreous china
- Self-rimming with cutout template supplied
- Front overflow
- Faucet ledge



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

Nominal Dimensions:
20-3/8" x 17-3/8"
(518 x 441mm)

Bowl sizes:
16" (406mm) wide
10" (254mm) front to back
5-5/8" (143mm) deep

Compliance Certifications - Meets or Exceeds the Following Specifications:
- ASME A112.19.2M for Vitreous China Fixtures

To Be Specified:
☐ Color: ☐ White ☐ Bone ☐ Linen
☐ Faucet*:
☐ Faucet Finish:
☐ Supplies:
☐ 1-1/4" Trap:

* See faucet section for additional models available

MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES - CHECK LOCAL CODES.
Install lavatory 864mm (34") from finished floor.
Lavatory installed 51mm (2") minimum from front edge of countertop provides 686mm (27") knee clearance area.

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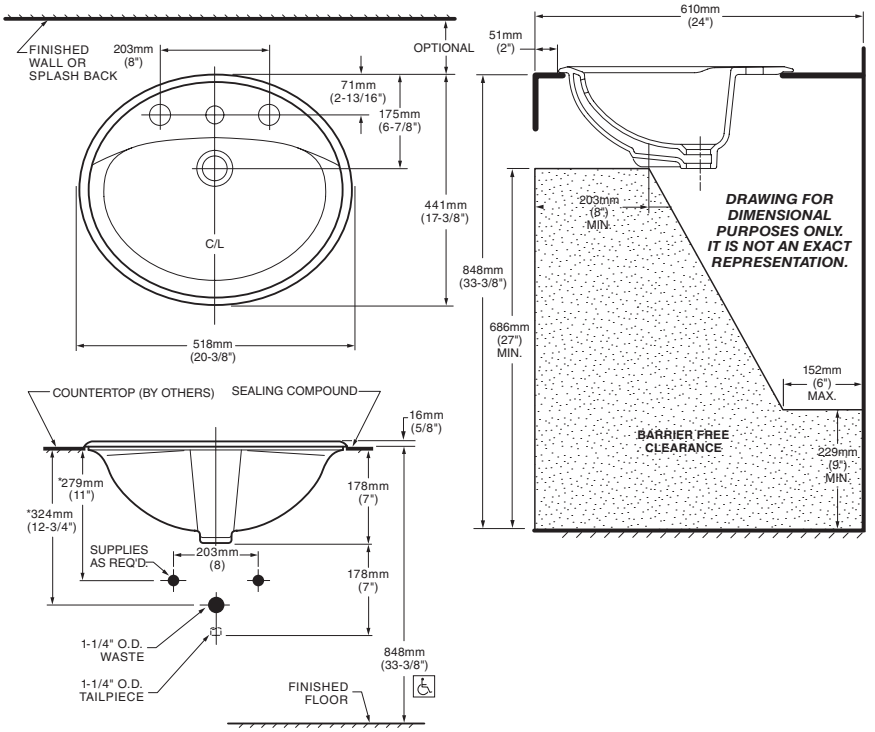
American Standard

BARRIER FREE

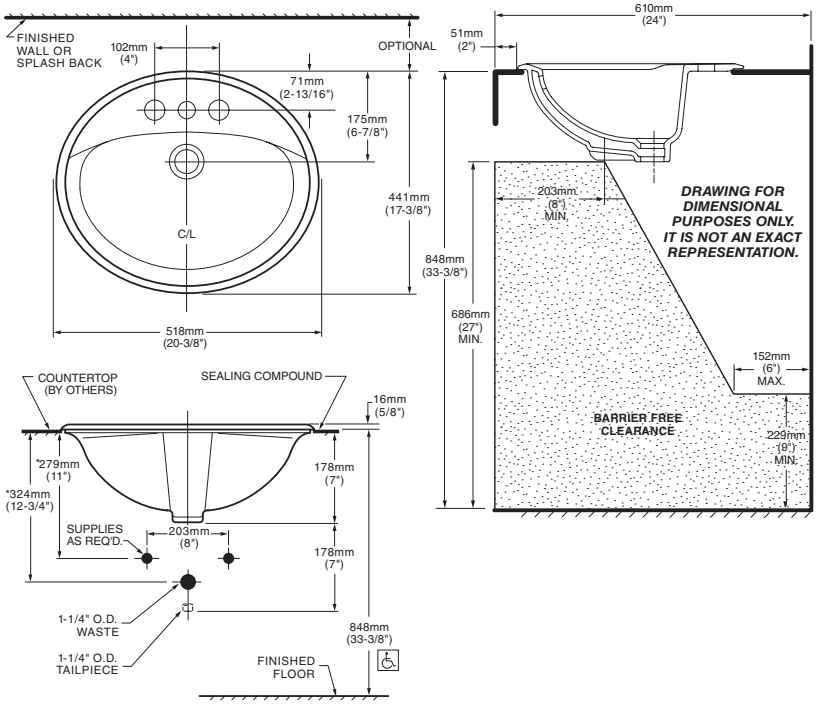
AQUALYN® DROP IN SINK

VITREOUS CHINA

0475.020 Faucet holes on 8" (203mm) centers



0476.028 Faucet holes on 4" (102mm) centers



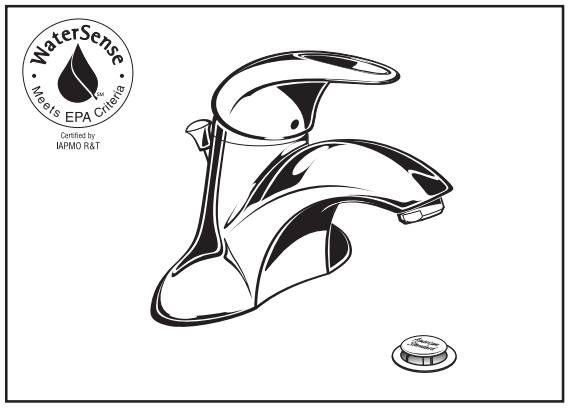
NOTES:
* DIMENSIONS SHOWN FOR LOCATION OF SUPPLIES AND "P" TRAP ARE SUGGESTED.
FOR COUNTERTOP CUTOUT AND INSTALLATION INSTRUCTIONS USE TEMPLATE SUPPLIED WITH SINK.
FITTINGS NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.
SEALING COMPOUND SUPPLIED BY OTHERS.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.

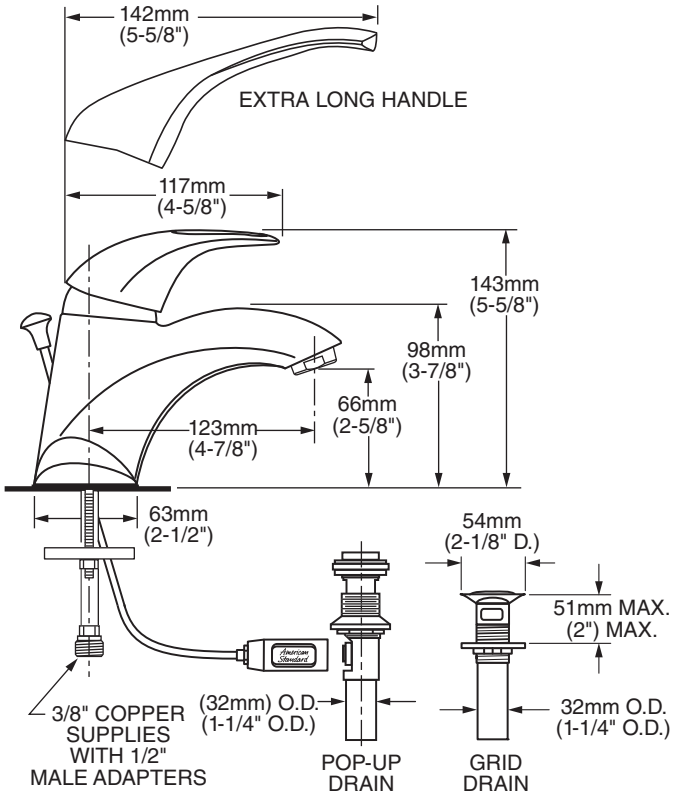
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LV-1

RELIANT® 3
SINGLE CONTROL LAVATORY FAUCET

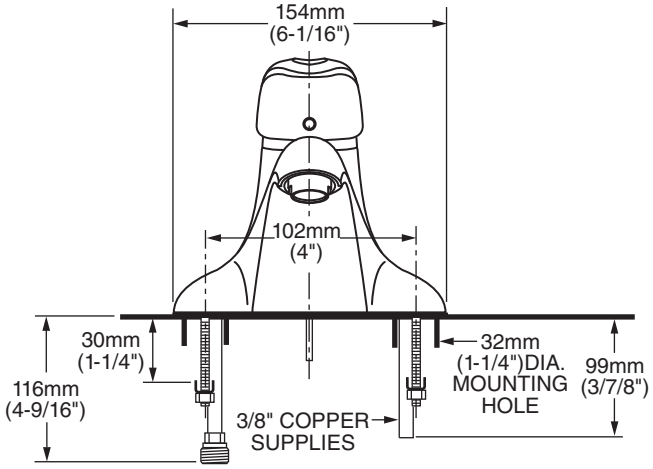


7385.040 Shown



MODEL NUMBER:

- ❑ **7385.040 Reliant 3 Single Control Centerset**
  Metal Lever Handle. Metal Speed Connect® pop-up drain. 3/8" copper supplies.
- ❑ **7385.043 Reliant 3 Single Control Centerset**
  Indexed Metal Lever Handle. Grid drain. Less pop-up hole.
- ❑ **7385.044 Reliant 3 Single Control Centerset**
  Same as above. Less drain. Less pop-up hole.
- ❑ **7385.045 Reliant 3 Single Control Centerset**
  Metal Lever Handle. Metal Speed Connect® pop-up drain. 3/8" copper supplies with 1/2" male adapters.
- ❑ **7385.046 Reliant 3 Single Control Centerset**
  Indexed Metal Lever Handle. Grid drain. Less pop-up hole.
- ❑ **7385.047 Reliant 3 Single Control Centerset**
  Same as above. Less drain. Less pop-up hole.



GENERAL DESCRIPTION:

All metal body with choice of Metal Lever or Indexed Metal Lever Handle. Washerless 47mm ceramic disc valve cartridge with integral hot limit safety stop. Durable cast brass waterway with copper supplies (available with or without 1/2" male adapters). 20" (500mm) long flexible stainless steel drain cable is pre-assembled to faucet body (on 7385.040/045). Metal Speed Connect® drain body (on 7385.040/045) with 1-1/4" (32mm) tail piece. 1.5 gpm/5.7L/min. maximum flow rate.

PRODUCT FEATURES:

Cast Brass and copper waterway: Strong and durable.
Ceramic Disc Valve Cartridge: Assures smooth, precise valve control and a lifetime of drip-free, maintenance-free performance.
Adjustable Hot Limit Safety Stop: Limits the amount of hot water allowed to mix with cold. Reduces the risk of accidental scalding.
Lead Free: Faucet contains ≤ 0.25% total lead content by weighted average.
Exclusive Speed Connect Metal Drain:
- Fewer parts. Installs in less time.
- No adjustments required - seals the first time, every time.
- Flexible stainless steel cable - installs effortlessly in tight spaces.

Choice of Finishes: Available in Polished Chrome or Satin Nickel (PVD).

SUGGESTED SPECIFICATION

Single control lavatory fitting shall feature an all metal body with metal lever handle. Shall feature a cast brass and copper waterway. Shall also feature a washerless ceramic disc valve cartridge with integral hot limit safety stop. Shall also feature a metal drain body with stainless steel cable actuation. Fitting shall be American Standard Model # 7385.___.___.

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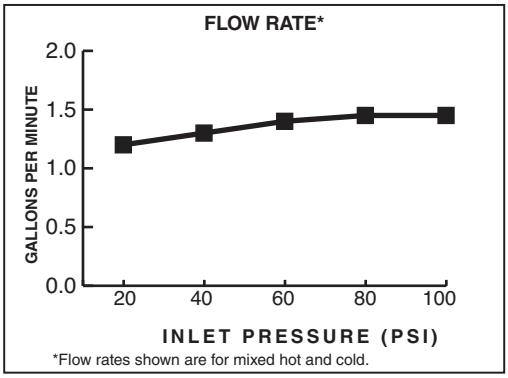
American Standard

RELIANT® 3
SINGLE CONTROL LAVATORY FAUCET

CODES AND STANDARDS

These products meet or exceed the following codes and standards:

ANSI A117.1
ASME A112.18.1
CSA B 125
NSF 61/Section 9 and Annex G



*Flow rates shown are for mixed hot and cold.

Product Number	Description	Finish Options: Polished Chrome 002	Finish Options: PVD Satin Nickel 295
7385.040	Reliant 3 Single Control Centerset. Metal Lever Handle. Metal Speed Connect ® pop-up drain. 3/8" copper supplies.		
7385.043	Reliant 3 Single Control Centerset. Indexed Metal Lever Handle. Grid drain. Less pop-up hole.		
7385.044	Reliant 3 Single Control Centerset. Same as above. Less drain. Less pop-up hole.		
7385.045	Reliant 3 Single Control Centerset. Metal Lever Handle. Metal Speed Connect ® pop-up drain. 3/8" copper supplies with 1/2" male adapters.		
7385.046	Reliant 3 Single Control Centerset. Indexed Metal Lever Handle. Grid drain. Less pop-up hole.		
7385.047	Reliant 3 Single Control Centerset. Same as above. Indexed Less drain.Less pop-up hole.		

Meets the American Disabilities Act Guidelines and **ANSI A117.1** Requirements for the physically challenged.

*PCA — Pressure Compensating
To modify a product, add suffix after the 4th digit (ex. 2064F05**101.002)
***Modified product models are **NOT** WaterSense certified.

Available Modifications***			7385.040/045 Part Suffix**	7385.043/046 Part Suffix**	7385.044/047 Part Suffix**
			 • Metal Lever Handle • **Speed Connect metal drain**	 • Indexed (Red/Blue) metal lever handle • Less drain, less pop-up hole	 • Indexed (Red/Blue) metal lever handle • Less drain, less pop-up hole
Drain Options		Less Pop-up Drain; With Hole and Pop-up Rod	**__XPR**	___	___
Handle Options		Indexed Metal Lever Handle (Red/Blue)	**__RB**	**Included**	**Included**
		Long lever handle	**__LH**	**__LH**	**__LH**
Flow Control Options		0.5gpm (1.9Lpm) PCA* Spray	**__F05**	**__F05**	**__F05**
		Vandal-Resistant 1.5gpm/5.7L/min. PCA* Aerator	___	**__V15**	**__V15**
		1.0gpm (3.8Lpm) PCA Aerator	**__F10**	**__F10**	**__F10**
		Vandal-Resistant 1.0gpm (3.8Lpm) PCA Aerator	**__V10**	**__V10**	**__V10**
		Non-Aerated Vandal-Resistant 0.5gpm/1.9L/min. PCA Spray	___	**__V05**	**__V05**

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American Standard

CADET® PRO™ ELONGATED TOILET
VITREOUS CHINA

CADET® PRO™ ELONGATED TOILET

☐ **215CA.104**
- Features the **Cadet® Flushing System**
- Vitreous china
- High Efficiency Toilet (HET), ultra-low consumption (4.8 Lpf/1.28 gpf), utilizes 20% less water
- Meets EPA WaterSense® criteria
- Trade exclusive tank
- PowerWash® rim scrubs bowl with each flush
- Robust metal trip lever & metal shank fill valve
- Includes EZ-Install Tools w/color match bowl caps
- EverClean® surface included
- 3" flush valve
- Fully-glazed 2-1/8" trapway
- 12" (305mm) rough-in
- Generous 9" x 8" water surface area
- Chrome finish trip lever is supplied
- 1,000g MaP Score** at 1.28 gpf
- 5 year warranty

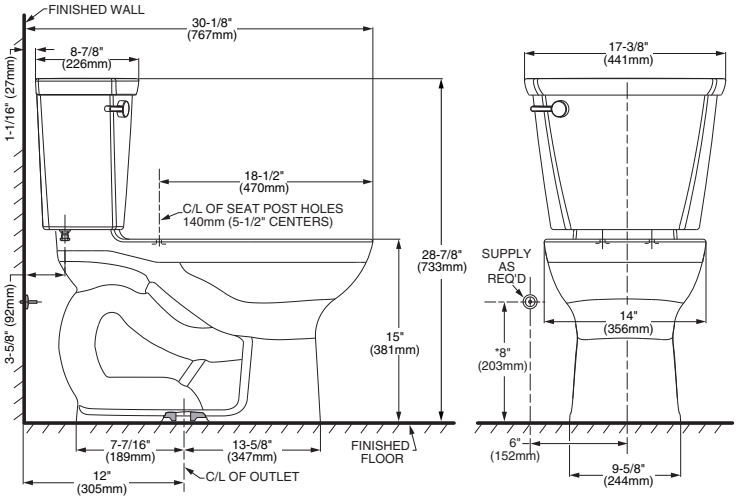
☐ **3517C.101** Elongated Bowl
☐ **4188A.104** Tank



Nominal Dimensions:
767 x 441 x 733mm (30-1/8" x 17-3/8" x 28-7/8")

Fixture only, seat and supply sold separately

Alternative Tank Configurations Available:
☐ **4188A.154** Tank complete with Aquaguard Liner
☐ **4188A.155** Tank complete with Aquaguard Liner and trip lever located on right side
☐ **4188A.164** Tank complete with tank cover locking device
☐ **4188A.174** Tank complete with Aquaguard Liner and tank cover locking device
☐ **4188A.105** Tank complete with trip lever located on right side
☐ **4188A.165** Tank complete with tank cover locking device and trip lever located on right side



Compliance Certifications -
Meets or Exceeds the Following Specifications:
- ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures
- US EPA WaterSense® Specification for HETs

** Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.

NOTES:
THIS TOILET IS DESIGNED TO ROUGH-IN AT A MINIMUM DIMENSION OF 305MM (12") FROM FINISHED WALL TO C/L OF OUTLET.
SUPPLY NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.
* DIMENSION SHOWN FOR LOCATION OF SUPPLY IS SUGGESTED.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2.
These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.

To Be Specified:
☐ Color: ☐ White ☐ Bone ☐ Linen ☐ Black
☐ Seat: #5321.110 EverClean® Elongated Seat with Slow Close Snap-Off Hinges
☐ Supply with stop:

WaterSense Meets EPA Criteria Certified by IAPMO R&T

WATER EFFICIENT PRODUCT

Cadet® PRO™

© 2013 AS America Inc.

BT-1

American Standard
Style That Works Better
BARRIER FREE

PRINCETON™ RECESS BATH WITH INTEGRAL OVERFLOW
AMERICAST® BRAND ENGINEERED MATERIAL

PRINCETON™ RECESS BATH WITH INTEGRAL OVERFLOW
Americast® brand engineered material

- ❑ **2390.202 ICH** (Chrome Trim) Left Hand Outlet
- ❑ **2390.202 ICHTC** Same as above with Tub Cover
- ❑ **2391.202 ICH** (Chrome Trim) Right Hand Outlet
- ❑ **2391.202 ICHTC** Same as above with Tub Cover

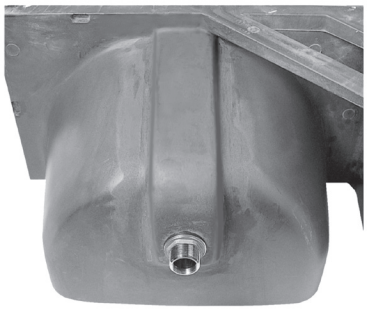
- Lift and turn drain stopper assembly included with bath
- Escutcheon included and installed on bath
- Acid resistant porcelain finish
- Recess bath with integral apron and tiling flange
- Integral lumbar support
- Beveled headrest
- Full slip-resistant coverage
- End drain outlet
- Integral base

Nominal Dimensions:
1524 x 762 x 356mm
(60" x 30" x 14")

Bathing Well Dimensions:
1423 x 635 x 337mm
(56" x 25" x 13-1/4")

Compliance Certifications -
Meets or Exceeds the Following Specifications:
- ASME A112.19.4 for Americast Plumbing Fixtures
- ASTM F-462 for Slip-resistant Bathing Facilities
- ANSI Z124.1 Ignition Test
- ASTM E162 for Flammability
- NFPA 258 for Smoke Density





Photograph details integral overflow and drain assembly. Drain assembly included with bath.

To Be Specified:
❑ Color:
❑ Bath Filler: (specify finish)
❑ Bath Drain: (included)

To Be Specified - Optional:
❑ Pressure Test Kit†: 791363-0070A

*See faucet section for additional models available

† When system pressure test is required, the pressure test kit is necessary to seal overflow and perform test.

Americast® brand engineered material is a composition of porcelain bonded to enameling grade metal, bonded to a patented structural composite.

MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USEABLE BUILDING FACILITIES-CHECK LOCAL CODES. INSTALL WITH SEAT AT HEAD END.

SEE REVERSE FOR PRODUCT DIMENSIONS AND SPECIFICATIONS

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Revised 2/12

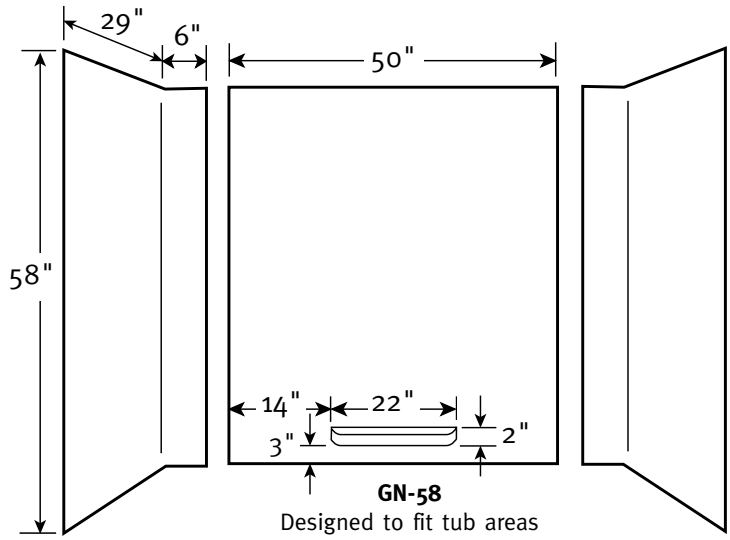
GN-58 Veritek® 3-Panel Tub Wall Kit

WARRANTY
Limited Lifetime – Residential
Limited 5-year – Commercial

Manufactured from Veritek®
(see page 2 for detailed information)

FEATURES

- Granite look adds elegance to your bath
- Will not mold or mildew, no grout to clean
- Ideal for both remodeling projects and new construction
- Meets ADA guidelines for soap dish height and grab bar installation
- A variety of colors to choose from to customize a bath
- Affordable wall system made of Veritek with no surface coating to chip or crack—color runs throughout
- The GN-58 is a glue-up 3-piece compression molded composite with molded-in color and a natural gloss surface



GN-58
Designed to fit tub areas
30" deep x 60" wide or smaller x 58" high
(762 mm x 1524 mm x 1473 mm)

Universal Design

SPECIFICATIONS

GN-58 Veritek® 3-Panel Tub Wall Kit

Model	Part	Tub Area Designed To Fit	Ship Wt. Lb.	Ship UPS	Carton Dims. In.	Cu. Ft.
GN-58	GN58000	30" D x 60" W* x 58" H (*or smaller) (762 mm x 1524 mm x 1473 mm)	57	–	61 x 61 x 6	12.92

Kit Includes: One back panel with molded-in soap dish, two end panels, installation materials and complete installation instructions.

Packaging: Each kit is packed in a flat, rectangular carton.

COLORS

(See inside back cover for color sample.)

- White (010)
- Bone (037)
- Bisque (018)
- Bermuda Sand (040)
- Gray Granite (042)
- Tahiti Desert (050)

STANDARDS AND RATINGS

Class B fire rating
American Society for Testing and Materials
National Electrical Manufacturers Association

MAINTENANCE AND CLEANING INFORMATION

Wash regularly with non-abrasive, liquid cleaners, a sponge, soft cloth or Mr. Clean Magic Eraser. For hard water stains or mineral build-up, scale removers such as Lime Away, Rust-out or Whink can be used. To protect the finish, fiberglass wax or automotive paste wax can be applied. ***Do not*** use abrasive cleaners or pads. ***Do not*** use "leave on" cleaning products such as the Automatic Shower Cleaner. Prolonged contact with harsh chemicals could have an adverse reactive over time and discolor your surfaces. ***Do not*** use cleaning agents that caution use on acrylic, polyester or plastics.

SUPPORT DOCUMENTS

Installation instructions available on line at www.swanstone.com

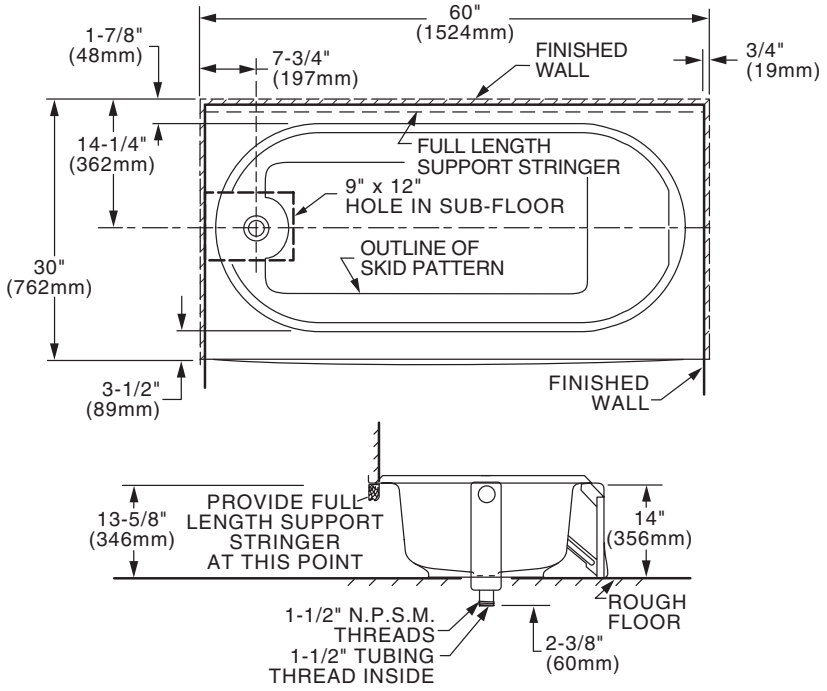
MADE IN USA.

BT-1

American Standard
Style That Works Better
BARRIER FREE

PRINCETON™ RECESS BATH WITH INTEGRAL OVERFLOW

AMERICAST® BRAND ENGINEERED MATERIAL



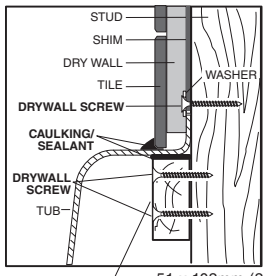
BELOW FLOOR ROUGH
2390.202 INTEGRAL OVERFLOW
2391.202 INTEGRAL OVERFLOW

LEFT HAND TUB ILLUSTRATED
RIGHT TUB IS REVERSED

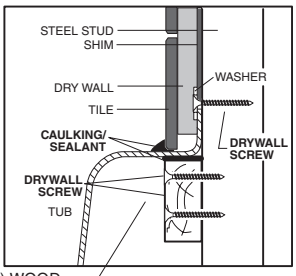
GENERAL SPECS FOR 2390/2391 ICH BATHING POOL	
INSTALLED SIZE	60 x 30 x 14 In. (1524 x 762 x 356mm)
WEIGHT	111 Lbs. (50 Kg.)
WEIGHT w/WATER	461 Lbs. (207 Kg.)
GAL. TO OVERFLOW	42 Gal. (159 L)
BATHING WELL AT SUMP	42 x 19 In. (1067 x 483mm)
BATHING WELL AT RIM	56 x 25 In. (1423 x 635mm)
WATER DEPTH TO OVERFLOW	9-1/2 In. (241mm)
FLOOR LOADING	37 Lbs./Sq.Ft. (175 Kgs./Sq.m)
(PROJECTED AREA)	
PTS.	6.2
CUBE (FT^3)	18.1

Below is shown typical cross sections of the tub rim showing typical wall constructions.

WOOD STUDS



STEEL STUDS



51 x 102mm (2 x 4) WOOD
STRINGER FULL LENGTH

NOTES:

LEFT HAND OUTLET SHOWN, RIGHT HAND REVERSE DIMENSIONS. (2391.202.ICH).

DRAIN AND OVERFLOW ESCUTCHEON INCLUDED WITH BATH. REFER TO INSTALLATION INSTRUCTIONS SUPPLIED WITH BATH FOR DRAIN INSTALLATION.

BATH FAUCET NOT INCLUDED AND MUST BE ORDERED SEPARATELY.

REFER TO INSTALLATION INSTRUCTIONS SUPPLIED WITH FITTING.

CONCEALED PIPING NOT FURNISHED.

PROVIDE SUITABLE REINFORCEMENT FOR ALL WALL SUPPORTS.

■ REFER TO INSTALLATION INSTRUCTIONS SUPPLIED WITH BATH.

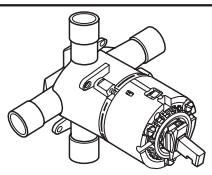
IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.4 These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided leaflet.

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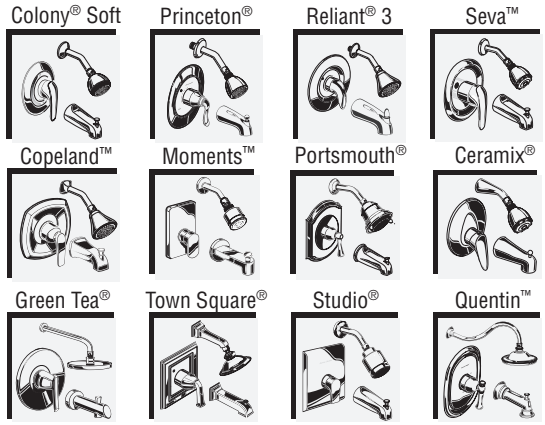
Revised 2/12

American Standard
Style That Works Better

UPGRADABLE
PRESSURE BALANCE BATH/SHOWER FITTING
VOLUME AND TEMPERATURE CONTROL VALVE



Available Trim Kits



R120 Valve Body Shown

MODEL NUMBER:

- ❑ **R120 Pressure Balance Rough Valve Body only**
  Direct sweat inlets/outlets. LESS trim.
- ❑ **R120SS Pressure Balance Rough Valve Body only with Screwdriver stops**
  Direct sweat inlets/outlets. Screwdriver stops. LESS trim.
- ❑ **R125 Pressure Balance Rough Valve Body only**
  Female thread inlets/outlets. LESS trim.
- ❑ **R125SS Pressure Balance Rough Valve Body only with Screwdriver stops**
  Female thread inlets/outlets. Screwdriver stops. LESS trim.
- ❑ **R127 Pressure Balance Rough Valve Body only**
  PEX inlets/Direct sweat outlets. LESS trim.
- ❑ **R127SS Pressure Balance Rough Valve Body only with Screwdriver stops**
  PEX inlets/Direct sweat outlets. Screwdriver stops. LESS trim.

See reverse for available trim kits.

GENERAL DESCRIPTION:

Cast brass body, washerless 47mm ceramic disc valve cartridge with volume and temperature control, and hot limit safety stop. Pressure balancing cartridge maintains constant output temperature in response to changes in relative hot and cold supply pressure. One-half inch inlets and outlets (choice of direct sweat, threaded, or PEX). Available with screwdriver stops. Rough-in plaster guard designed for use as thin-wall mounting adaptor. Valve body will accept a variety of decorative Bath/Shower trim kits.

PRODUCT FEATURES:

Cast Brass Valve Body: Durable - Quality that will last a lifetime. Ideal material for prolonged contact with water.

Ceramic Disc Valve Cartridge: Assures a lifetime of drip-free performance. Allows easy control over both water temperature and volume.

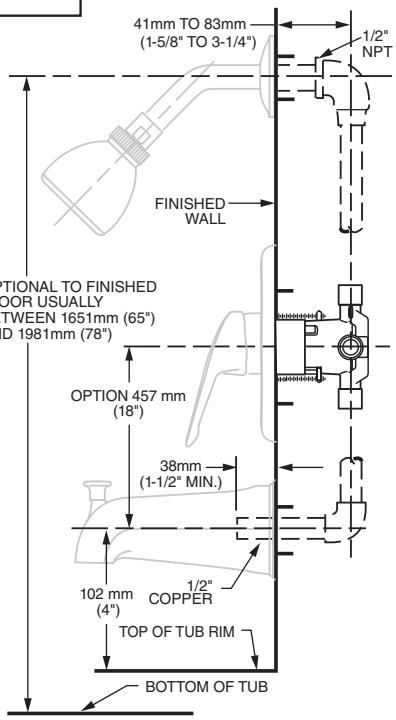
Pressure Balancing Valve Cartridge: Maintains constant output temperature in response to changes in relative hot and cold supply pressure. Diaphragm system engineered to eliminate cross flow. Avoids failure due to mineral deposits - ideal for use in hard water.

Back-to-Back Capability: Hot and cold can be reversed quickly and easily.

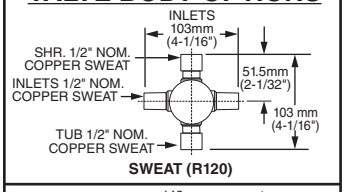
Adjustable Hot Limit Safety Stop: Limits the amount of hot water allowed to mix with cold. Reduces the risk of accidental scalding.

Exclusive Plaster Guard: Plaster guard is designed to protect valve during installation and serve as a mounting plate for thin-wall installations. Two piece design allows valve to be tested prior to trim installation.

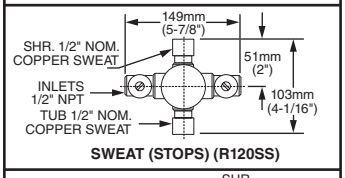
Wide Rough-in Range: From 1-5/8" to 3-1/4".



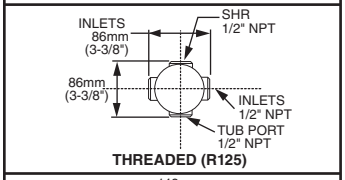
VALVE BODY OPTIONS



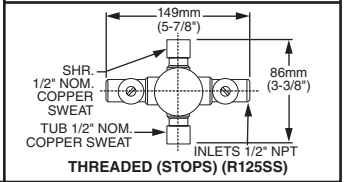
SWEAT (R120)



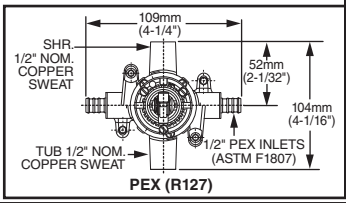
SWEAT (STOPS) (R120SS)



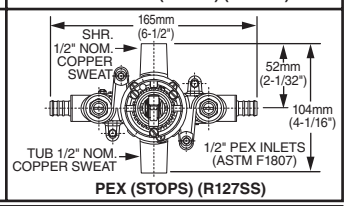
THREADED (R125)



THREADED (STOPS) (R125SS)



PEX (R127)



PEX (STOPS) (R127SS)

SUGGESTED SPECIFICATION:

Bath/shower fitting shall feature a cast brass valve body. Shall feature ceramic disc valve cartridge which allows user to control both water temperature and volume. Fitting shall be equipped with pressure balancing cartridge engineered to eliminate cross flow and avoid failure due to mineral deposits. Shall also feature a hot limit safety stop. Fitting shall be: Rough Valve Body - American Standard Model # R12____, Trim Kit - American Standard Model # ____.____.

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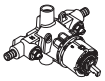
American Standard
Style That Works Better

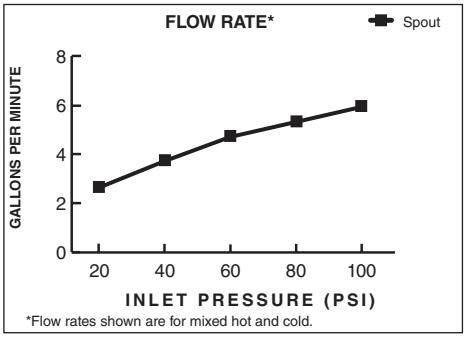
UPGRADABLE
PRESSURE BALANCE BATH/SHOWER FITTING
VOLUME AND TEMPERATURE CONTROL VALVE

Valve + Trim: *Trim Kit & Valve Body Packaged Separately*

To order: Specify valve body ***and*** trim kit desired
Example: R120 - Direct Sweat Valve Body
T508.502 - Princeton Bath/Shower Trim Kit

VALVES

					
R120	R120SS	R125	R125SS	R127	R127SS
Direct Sweat Inlets/ Outlets	Direct Sweat Inlets/Outlets w/ Screwdriver Stops	Female Thread Inlets/ Outlets	Female Thread Inlets/Outlets w/ Screwdriver Stops	PEX Inlets/Direct Sweat Outlets	PEX Inlets/Direct Sweat Outlets w/ Screwdriver Stops



*Flow rates shown are for mixed hot and cold.

CODES AND STANDARDS

These products meet or exceed the following codes and standards:

ANSI A 117.1
ASSE 1016
ASME A112.18.1
CSA B 125

• *Showerhead with 2.5gpm/9.5L.min. flow restrictor.*

TRIM KITS

	Colony® Soft	Reliant® 3	Reliant® 3 w/mod Plate	Princeton®	Seva™	Copeland™
						
B/S	T675.502	T385.502	T385.522	T508.502	T480.502	T005.502
Shower	T675.501	T385.501		T508.501	T480.501	T005.501
Valve	T675.500	T385.500		T508.500	T480.500	T005.500

	Colony® Soft w/FloWise®	Reliant® 3 w/FloWise®	Princeton® w/FloWise®	Seva™ w/FloWise®
				
B/S	T675.508	T385.508	T508.508	T480.508
Shower	T675.507	T385.507	T508.507	T480.507

TRIM KITS

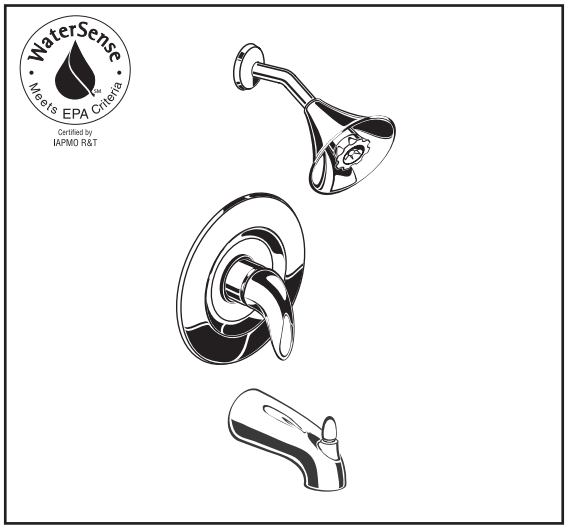
	Ceramix®	Moments™	Portsmouth® w/FloWise®	Portsmouth® w/FloWise®	Green Tea®	Town Square®	Studio® w/FloWise®	Quentin™
								
B/S	T000.502	T506.502	T420.502	T415.502	T010.502	T555.522	T590.508	T440.502
Shower	T000.501	T506.501	T420.501	T415.501	T010.501	T555.521	T590.507	T440.501
Valve	T000.500	T506.500	T420.500	T415.500	T010.500	T555.520	T590.500	T440.500

	Moments™ w/FloWise®	Town Square® w/FloWise®
		
B/S	T506.508	T555.528
Shower	T506.507	T555.527

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American Standard
Style That Works Better

RELIANT® 3
PRESSURE BALANCE BATH/SHOWER FITTING
WITH FloWise® SHOWERHEAD



T385.508 Bath/Shower Trim Shown

GENERAL DESCRIPTION:

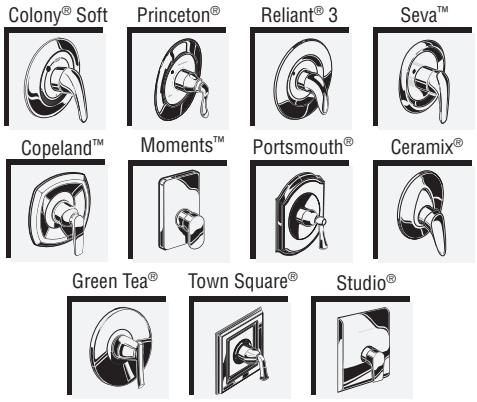
TRIM KIT

FloWise water saving showerhead offers 40% water savings at maximum 1.5gpm/5.7L/min. flow rate. Metal slip-on diverter spout. Available with metal lever handle. Available in Bath/Shower and Shower Only combinations.

ROUGH VALVE BODY

Cast brass body, washerless 47mm ceramic disc valve cartridge with volume and temperature control, and hot limit safety stop. Pressure balancing cartridge maintains constant output temperature in response to changes in relative hot and cold supply pressure. One-half inch inlets and outlets (choice of direct sweat, threaded, or PEX). Available with screwdriver stops. Rough-in plaster guard designed for use as thin-wall mounting adaptor. Valve body will accept a variety of decorative Bath/Shower trim kits.

Valve body will accept a variety of decorative Bath/Shower Trims



MODEL NUMBER:

TRIM KITS:

- ❑ **T385.508 Reliant 3 BATH/SHOWER Trim Kit**
  Metal Lever Handle. FloWise Showerhead. L ESS Valve Body.
- ❑ **T385.507 Reliant 3 SHOWER ONLY Trim Kit**
  Metal Lever Handle. FloWise Showerhead. L ESS Valve Body.

ROUGH VALVES:

- ❑ **R120 Pressure Balance Rough Valve Body only**
  Direct sweat inlets/outlets. LESS trim.
- ❑ **R120SS Pressure Balance Rough Valve Body only with Screwdriver stops**
  Direct sweat inlets/outlets. Screwdriver stops. LESS trim.
- ❑ **R125 Pressure Balance Rough Valve Body only**
  Female thread inlets/outlets. LESS trim.
- ❑ **R125SS Pressure Balance Rough Valve Body only with Screwdriver stops**
  Female thread inlets/outlets. Screwdriver stops. LESS trim.
- ❑ **R127 Pressure Balance Rough Valve Body only**
  PEX inlets/Direct sweat outlets. LESS trim.
- ❑ **R127SS Pressure Balance Rough Valve Body only with Screwdriver stops**
  PEX inlets/Direct sweat outlets. Screwdriver stops. LESS trim.

PRODUCT FEATURES:

Flowise Water Saving Showerhead: Saves 40% in water usage. Max. 1.5gpm/5.7L/min. flow rate.

Cast Brass Valve Body: Durable - Quality that will last a lifetime. Ideal material for prolonged contact with water.

Ceramic Disc Valve Cartridge: Assures a lifetime of drip-free performance. Allows easy control over both water temperature and volume.

Pressure Balancing Valve Cartridge: Maintains constant output temperature in response to changes in relative hot and cold supply pressure. Diaphragm system engineered to eliminate cross flow. Avoids failure due to mineral deposits - ideal for use in hard water.

Back-to-Back Capability: Hot and cold can be reversed quickly and easily.

Adjustable Hot Limit Safety Stop: Limits the amount of hot water allowed to mix with cold. Reduces the risk of accidental scalding.

Exclusive Plaster Guard: Plaster guard is designed to protect valve during installation and serve as a mounting plate for thin-wall installations. Two piece design allows valve to be tested prior to trim installation.

Wide Rough-in Range: From 1-5/8" to 3-1/4".

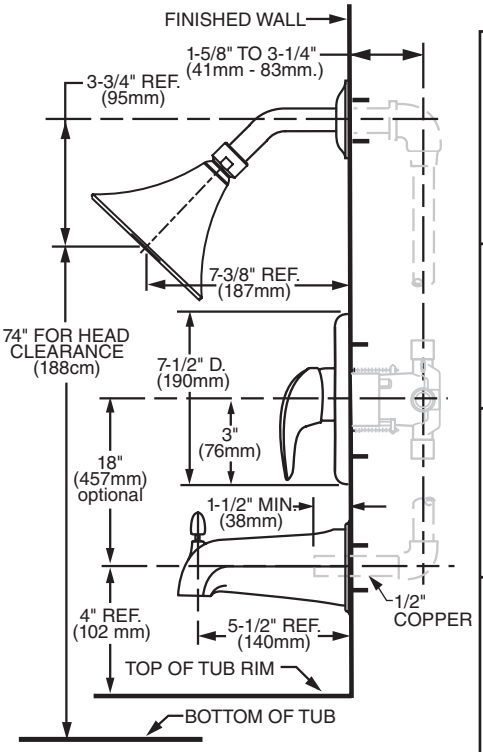
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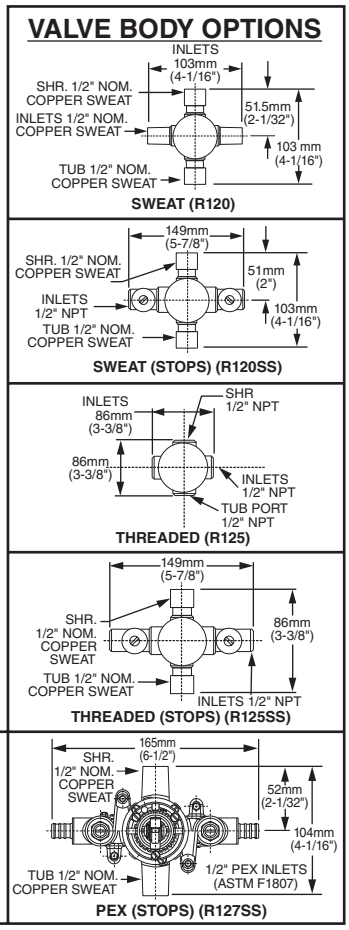
Bath/shower fitting shall feature water saving showerhead with Max. 1.5gpm/5.7L/min. flow rate. Shall feature a cast brass valve body. Shall feature ceramic disc valve cartridge which allows user to control both water temperature and volume. Fitting shall be equipped with pressure balancing cartridge engineered to eliminate cross flow and avoid failure due to mineral deposits. Shall also feature a hot limit safety stop. Fitting shall be: Rough Valve Body - American Standard Model # R12____, Trim Kit - American Standard Model # T385.50_._____.

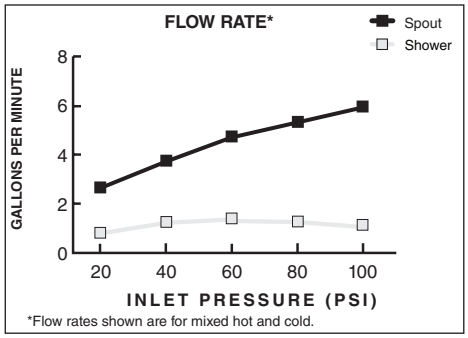
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American Standard
Style That Works Better

RELIANT® 3
PRESSURE BALANCE BATH/SHOWER FITTING
WITH FloWise® SHOWERHEAD







CODES AND STANDARDS

These products meet or exceed the following codes and standards:

ANSI A 117.1
ASSE 1016
ASME A112.18.1
CSA B 125

GREEN

• *Showerhead with 1.5gpm/5.7L.min. flow restrictor.*

Meets the American Disabilities Act Guidelines and **ANSI A117.1** Requirements for the physically challenged.

TRIM KITS *	Product Number	Description	Finish Options: Polished Chrome 002	Finish Options: PVD Satin Nickel 295
	T385.508	Bath/Shower Trim Kit. Metal Lever Handle. FloWise Showerhead. LESS Valve Body.		
	T385.507	Shower Only Trim Kit. Metal Lever Handle. FloWise Showerhead. LESS Valve Body.		

ROUGH VALVE BODIES	Product Number	Description
	R120	Rough Valve Body less trim. Direct Sweat inlets/outlets.
	R120SS	Rough Valve Body less trim. Direct Sweat inlets/outlets with Screwdriver Stops.
	R125	Rough Valve Body less trim. Female Thread inlets/outlets.
	R125SS	Rough Valve Body less trim. Female Thread inlets/outlets with Screwdriver Stops.
	R127	Rough Valve Body less trim. PEX inlets/ Direct Sweat outlets.
	R127SS	Rough Valve Body less trim. PEX inlets/ Direct Sweat outlets with Screwdriver Stops.

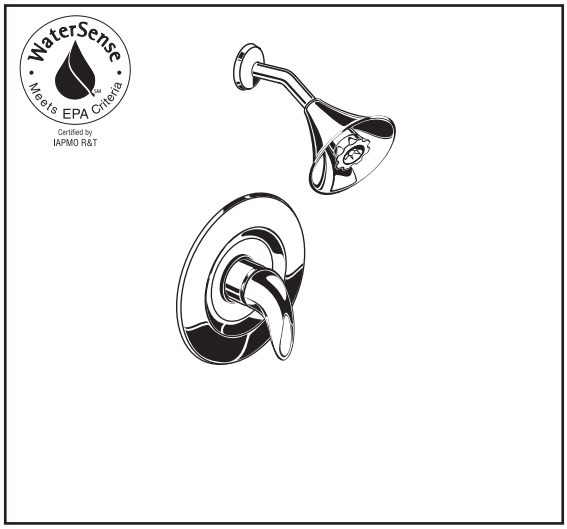
*** TRIM & ROUGH MUST BE ORDERED SEPARATELY.**

© 2012 AS America Inc.

SH-1

American Standard
Style That Works Better

RELIANT® 3
PRESSURE BALANCE BATH/SHOWER FITTING
WITH FloWise® SHOWERHEAD



T385.508 Bath/Shower Trim Shown

GENERAL DESCRIPTION:

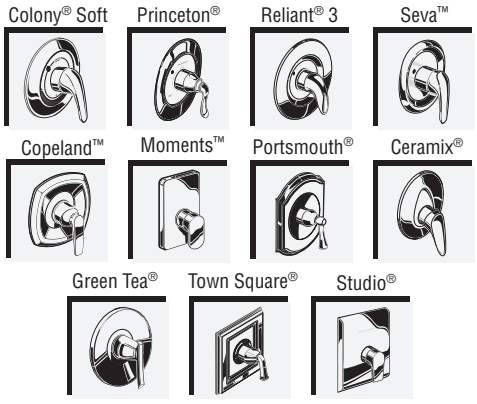
TRIM KIT

FloWise water saving showerhead offers 40% water savings at maximum 1.5gpm/5.7L/min. flow rate. Metal slip-on diverter spout. Available with metal lever handle. Available in Bath/Shower and Shower Only combinations.

ROUGH VALVE BODY

Cast brass body, washerless 47mm ceramic disc valve cartridge with volume and temperature control, and hot limit safety stop. Pressure balancing cartridge maintains constant output temperature in response to changes in relative hot and cold supply pressure. One-half inch inlets and outlets (choice of direct sweat, threaded, or PEX). Available with screwdriver stops. Rough-in plaster guard designed for use as thin-wall mounting adaptor. Valve body will accept a variety of decorative Bath/Shower trim kits.

Valve body will accept a variety of decorative Bath/Shower Trims



MODEL NUMBER:

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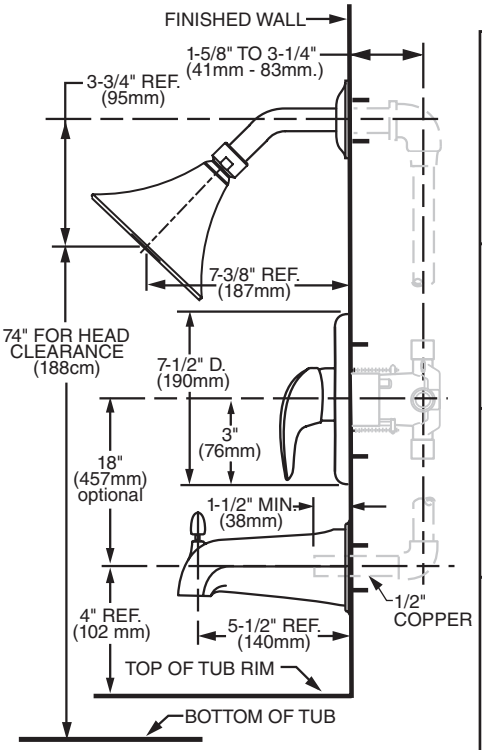
SUGGESTED SPECIFICATION:

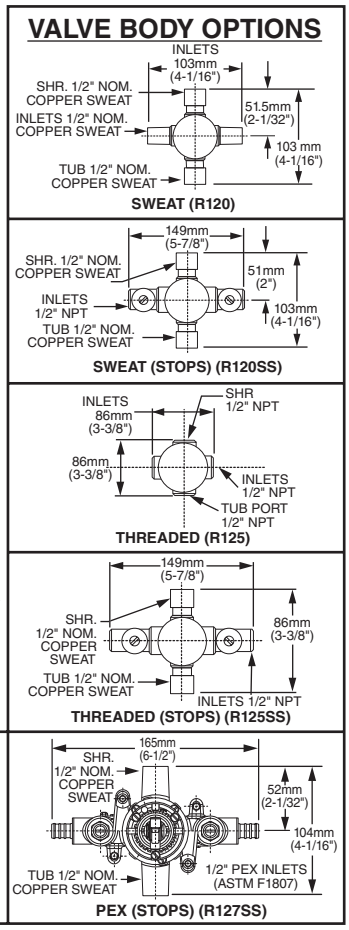
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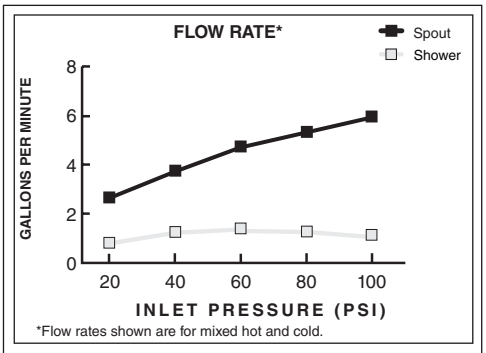
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PRESSURE BALANCE BATH/SHOWER FITTING
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CODES AND STANDARDS

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*** TRIM & ROUGH MUST BE ORDERED SEPARATELY.**

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APPENDIX 3: Affordable Housing (AH) Units - LIGHT FIXTURES

BLOCK ONE Affordable Housing (AH) Units: KITCHEN - OVERHEAD

HALO

DESCRIPTION

The Halo Surface LED Downlight (SLD) incorporates WaveStream™ technology to create an ultra-low profile surface mounting luminaire with the performance and look of a traditional downlight. SLD is designed for installation in many standard 3.5" and 4" junction boxes, and has may also retrofit in 5" and 6" aperture IC and Non-IC recessed housings*. Dedicated LED wiring connector meets high-efficacy code requirement in recessed downlighting. Suitable for residential or commercial installations.

Catalog #		Type	
Project			
Comments		Date	
Prepared by			

SPECIFICATION FEATURES

CONSTRUCTION
- Die cast aluminum trim ring, and die formed aluminum frame

OPTICS
- WaveStream™ technology provides uniform luminance from a low profile flat lens
- AccuAim™ optics provide directional control for the "cone-of-light" beam distribution of a traditional downlight.
- Precision molded lens features high transmission polymer with UV stabilized protecting film

ELECTRICAL JUNCTION BOX MOUNTING
- Proprietary Slot-N-Lock quick installation system for junction box installation.
- T-bracket with Slot-N-Lock mounting tabs included.
- Fits many standard 3-1/2" and 4" square, octagon, and round electrical junction boxes.
- Installer must ensure compatibility of fit, wiring and proper mounting in the electrical junction box. This includes all applicable national and local electrical and building codes.

RECESSED HOUSING

MOUNTING
Torsion Spring 5" & 6"
- Optional precision formed torsion spring bracket kit is included.
- The torsion springs adjust on the frame to fit 5" or 6" compatible housings.

Friction Blade 5" & 6"
- Optional precision formed friction blades included.
- For retrofit in 5" and 6" housings without torsion spring mounting tabs.
- Friction blade design allows the SLD to be installed in any position within the housing aperture (360 degrees).

LED
- Trilateral linear LED assembly is integrated in trim perimeter.
- Color Temperature: 3000K
- CRI options: 80 and 90
- L70 at 50,000 hours projected in accordance with TM-21

WARRANTY
Cooper Lighting provides a five year limited warranty on the SLD LED.

LED CHROMATICITY
- A tight chromaticity specification ensures LED color uniformity, sustainable Color Rendering Index (CRI) and Correlated Color Temperature (CCT) over the useful life of the LED
- LED chromaticity of 3 SDCM initial and 5 SDCM life exceeds ENERGY STAR® color standards per ANSI C78.377-2008.
- Every Halo LED is quality tested, measured, and serialized in a permanent record to register lumens, wattage, CRI and CCT.
- Halo LED serialized testing and measurement ensures color and lumen consistency on a per-unit basis, and validates long-term product consistency over time.

ELECTRICAL CONNECTIONS
- LED connector is a non-screwbase luminaire disconnect for tool-less installation

Junction Box
- Pigtail adapter included for ease of installation

Recessed Housings
- LED connector is compatible with Halo 5" H550 Series and 6" H750 Series LED Housings.
- LED Connector meets California Title-24 and Washington State high-efficacy luminaire standard as a non-screw base socket
- The included E26 Edison screw-base adapter provides capability for retrofit.

LED DRIVER
- Driver is 120V and dimmable.
- Driver is a high efficiency, electronic power supply providing DC power to the LED array
- Driver meets FCC EMI/RFI Consumer Level limits on 120V main inputs, and is suitable for use in residential and commercial installations
- Driver features high power factor, low THD, and has integral thermal protection in the event of over temperature or internal failure.
- Driver is replaceable if it should be required.

DIMMING
- SLD is designed for dimming capability to nominally 10% with many 120V Leading Edge (LE) and Trailing Edge (TE) Phase Control dimmers. Dimming capability to 5% (80CRI) or 6% (90CRI) is possible using select dimmers with low end trim adjustment (Consult dimmer manufacturer for compatibility and details. Note some dimmers require a neutral in the wallbox.)

CODE COMPLIANCE
- cULus Listed ceiling and wall
- cULus Damp Location listed ceiling and wall
- cULus Wet Location Listed protected ceiling only (shower rated)
- RoHS Compliant
- May be installed in IC housings in direct contact with insulation and combustible material*
- UL Classified when used in retrofit with listed housings (See Housing Compatibility)

QUALIFICATION
- ENERGY STAR® Qualified (refer to ENERGY STAR® Qualified Products List)
- May be used for high efficacy luminaire code compliance
  - State of California Title 24 and registered in the CEC T20 Appliance Database
  - International Energy Conservation Code (IECC)
  - Washington State Energy Code (WSEC)

AIR-TITE™
- Certified under ASTM-E283 to meet insulated ceiling and restricted air-flow requirements such as:
  - State of California Title 24 "Recessed Luminaires in Insulated Ceilings"
  - International Energy Conservation Code (IECC)
  - Washington State Energy Code (WSEC)
  - New York State Energy Conservation Construction Code (NY-ECCC)

* Not for use with housings in direct contact with spray foam insulation.



SLD606830WH
SLD606930WH

6" Surface LED Downlight

Suitable for ceiling or wall electrical junction boxes

Suitable for 5" & 6" recessed housing retrofit (IC, Non-IC & AIR-TITE™)

ENERGY DATA

	80 CRI	90 CRI
Lumens	675	675
Input Voltage	120V	120V
Frequency	50/60 Hz	50/60 Hz
Input Current	0.15 A	0.15 A
Input Power	12.5 W	12.9 W
Efficiency	54 lm/W	52 lm/W
THD	≤ 20%	
Power Factor	≥ 0.90	
T Ambient	-30 - +40°C	
Sound Rating	≤ 22 dba	

*Qualified and compliant. Refer to ENERGY STAR® Qualified Products List and CEC (T24) Appliance Database for listings.

3000K nominal

2700K 3000K 3500K 4100K 5000K 6500K

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COOPER Lighting

BLOCK ONE Affordable Housing (AH) Units: KITCHEN - OVERHEAD

ORDERING INFORMATION

SAMPLE NUMBER: SLD606830WH
Order junction box separately, as supplied by others, to complete installation.
Order Halo recessed housing separately to complete installation.

SLD606930WH

Models	Color Rendering Index	Color Temperature (CCT)	Finish
SLD606= 6" Surface LED Downlight, 120V	**8**=80 CRI **9**=90 CRI	**30**=3000K	**WH**=White

HOUSINGS - Halo and All-Pro UL Listed Compatibility

Compatible Halo LED Housings with LED luminaire connector (high-efficacy compliant)

	Recessed Can Size	Catalog Number	Description
HALO	5"	H550ICAT	5" LED, Insulated Ceiling, AIR-TITE, New Construction Housing
		H550RICAT	5" LED, Insulated Ceiling, AIR-TITE, Remodel Housing
	6"	H750ICAT	6" LED, Insulated Ceiling, AIR-TITE, New Construction Housing
		H750RICAT	6" LED, Insulated Ceiling, AIR-TITE, Remodel Housing
		H750T	6" LED, Non-IC, AIR-TITE, New Construction Housing
		H750RINTD010	6" LED, Non-IC, AIR-TITE, Remodel International Housing, 0-10V DC Dimming
		H750TCP	6" LED, Non-IC, New Construction/Remodel Chicago Plenum Housing
		H2750ICAT	6" LED, Shallow, Insulated Ceiling, AIR-TITE, New Construction Housing

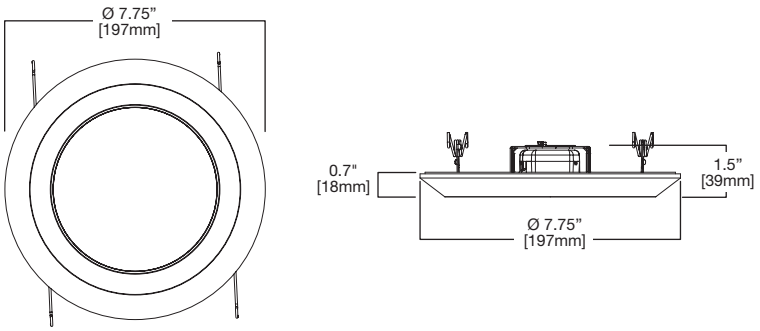
Compatible Halo Incandescent E26 Screwbase Housings

HALO	5"	H5ICAT	5" Insulated Ceiling, AIR-TITE New Construction Housing
		H5RICAT	5" Insulated Ceiling, AIR-TITE Remodel Housing
		H5T	5" Non-IC, New Construction Housing
		H5RT	5" Non-IC, Remodel Housing
		H5TM	5" Non-IC, New Construction Housing (metric version - Canada)
		H25ICAT	5" Shallow, Insulated Ceiling, AIR-TITE New Construction
	6"	H7ICAT	6" Insulated Ceiling, AIR-TITE New Construction Housing
		H7RICAT	6" Insulated Ceiling, AIR-TITE Remodel Housing
		H7ICT	6" Insulated Ceiling, New Construction Housing
		H7RICT	6" Insulated Ceiling, Remodel Housing
		H7ICATNB	6" Insulated Ceiling, AIR-TITE New Construction Housing, No Socket Bracket
		H7ICTNB	6" Insulated Ceiling, New Construction Housing, No Socket Bracket
		H7T	6" Non-IC, New Construction Housing
		H7RT	6" Non-IC, Remodel Housing
		H7TNB	6" Non-IC, New Construction Housing, No Socket Bracket
		H7TCP	6" Non-IC, Chicago Plenum, New Construction/Remodel Housing
		H7UICT	6" Insulated Ceiling, Universal New Construction Housing
		H7UICAT	6" Insulated Ceiling, Universal, AIR-TITE, New Construction Housing
		H27ICAT	6" Shallow, Insulated Ceiling, AIR-TITE New Construction Housing
		H27RICAT	6" Shallow, Insulated Ceiling, AIR-TITE Remodel Housing
		H27ICT	6" Shallow, Insulated Ceiling, New Construction Housing
		H27RICT	6" Shallow, Insulated Ceiling, Remodel Housing
		H27T	6" Shallow, Non-IC, New Construction Housing
		H27RT	6" Shallow, Non-IC, Remodel Housing

BLOCK ONE Affordable Housing (AH) Units: KITCHEN - OVERHEAD

SLD606830WH
SLD606930WH

DIMENSIONS



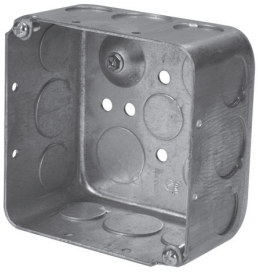
SLD6 - COMPATIBLE JUNCTION BOXES*



4" octagon light fixture/ fan steel box
4" x 4" x 2-1/8"
(102mm x 102mm x 54mm)



4" octagon steel box
4" x 4" x 1-1/2"
(102mm x 102mm x 38mm)



4" square deep steel box
4" x 4" x 2-1/8"
(102mm x 102mm x 54mm)



4" square standard steel box
4" x 4" x 1-1/2"
(102mm x 102mm x 38mm)



4" round new work non-metallic light fixture/ fan box
4" x 2-3/16"
(102mm x 56mm)



3-1/2" round new work non-metallic ceiling box
3-1/2" x 2-3/4"
(89mm x 70mm)



4-1/4" round old work non-metallic box
4-1/4" flange x 2-5/8",
3-1/2" I.D.
(108mm x 67mm, 89mm I.D.)

*This is a representative list of compatible junction boxes only. Information contained in this literature about other manufacturers' products is from published information made available by the manufacturer and is deemed to be reliable, but has not been verified. Cooper Lighting makes no specific recommendation on product selection and there are no warranties of performance or compatibility implied. Installer must determine that site conditions are suitable to allow proper installation of the SLD mounting bracket in the box.

Note: Specifications and Dimensions subject to change without notice.

Visit our web site at www.cooperlighting.com

COOPER Lighting
www.cooperlighting.com

Customer First Center 1121 Highway 74 South Peachtree City, GA 30269 770.486.4800 FAX 770 486.4801
Cooper Lighting 5925 McLaughlin Rd. Mississauga, Ontario, Canada L5R 1B8 905.507.4000 FAX 905.568.7049

CATALOG NO. _____

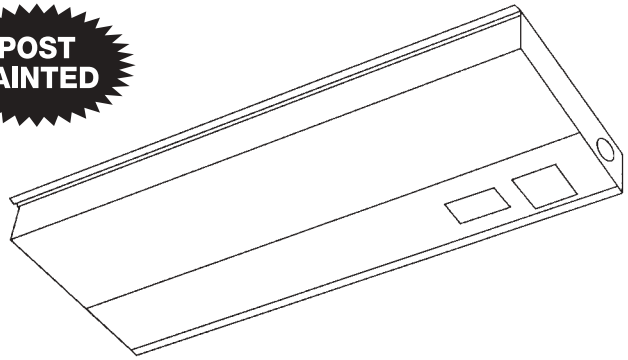
TYPE NO. _____ JOB NAME _____

Crescent

U-3

Slimlyte Plus (SLP)

POST PAINTED



ORDERING INFORMATION

Catalog Number: Example: SLP113

SLP
FAMILY

NUMBER OF LAMPS (per cross section)
1

LAMP TYPE CODE
08-8W T5 (12")
13-13W T5 (21")
16-2-8W T5 (24")
21-1-8W T5, 1-13W T5 (33")
26-2-13W T5 (42")

OPTION
OL-Lamped

Note:
Electronic Start Ballast
T5 Instant Start
120V only

ACCESSORIES
Accessories List
See Page U-6

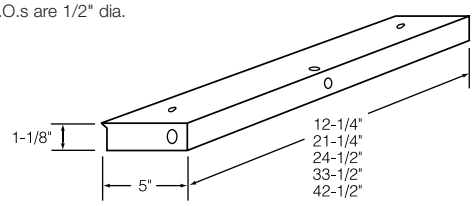
SLP-1-(16/21/26)-OL

PRODUCT AVAILABILITY

FAMILY	NUMBER OF LAMPS (per cross section)	NUMBER OF LAMPS (per fixture)	LAMP TYPE CODE	LENGTH	WIDTH	HEIGHT
SLP	1	1	08	12 1/4"	5"	1 1/8"
SLP	1	1	13	21 1/4"	5"	1 1/8"
SLP	1	2	16	24 1/2"	5"	1 1/8"
SLP	1	2	21	33 1/2"	5"	1 1/8"
SLP	1	2	26	42 1/2"	5"	1 1/8"

DIMENSIONS

All K.O.s are 1/2" dia.



Dimensions and specifications subject to change without notice.

PRODUCT FEATURES

- 1 1/8" ultra-slim styling creates unobtrusive hidden light source for a variety of task lighting applications.
- Electronic start ballast eliminates starter while providing the user with instant light.
- Complete with 7/8" low profile snap-in connector that facilitates in and out wiring.
- Post painting after fabrication insures high quality finish.
- Electrical fitting included to accept flexible conduit or romex.
- Damage-resistant white acrylic lens reduces glare factor.
- Optional rocker type switch and grounded convenience outlet available as field installed accessories.
- Contractor-friendly SnapTyte assembly.

SPECIFICATIONS

Housing is die-formed of cold rolled steel with adequate knock-out locations for all normal installation methods. All metal components are phosphate coated and post painted in baked white enamel providing a minimum reflectance factor of 85%. Lens is non-yellowing poly-acrylic. Optional rocker type switches and grounded convenience outlets are available upon request. All fixtures are UL-listed and bear union and UL labels. Standard voltage is 120 volts 60 Hz.

Crescent Stonco
A GENLYTE Company
2345 Vauxhall Rd. • Union, NJ 07083 • 908-964-7000

BLOCK ONE Affordable Housing (AH) Units: LIVING AREA

Job Name: Job Type:

Comments: Quantity:

79434BLE-15: One Light Fluorescent Flush Fixture in White Finish with Satin Etched Glass



Collection: Nash

Three Light Fluorescent Flush Fixture in White Finish with Satin Etched Glass Shade

UPC #:785652159107

Finish: White (15)

Dimensions:

Diameter: 11 1/2"
Height: 4"
Wire: 6 1/2"
Mounting Proc.: Cap Nuts
Connection: Mounted To Box

Bulbs:

1 - Fluorescent GU24 Self Ballasted CFL 13w Max. 120v - included

Features:

- ENERGY STAR® Qualified
- Offers energy saving fluorescent lighting
- Meets Title 24 energy efficiency standards
- Sleek architectural look with exclusive 'twist-lock' design makes installation and relamping easy with no exposed screws

Material List:

1 Body - Steel - White

Safety Listing:

UL Listed for Damp Locations
cUL Listed for Damp Locations

Instruction Sheets:

English (HC-1503)
French (f-003)
Trilingual (English, Spanish, and French) (990C7943_BLE-NSH)

Shade / Glass / Diffuser Details:

Part	Material	Finish	Quantity	Item Number	Length	Width	Height	Diameter	Fitter Diameter	Shade Top Length	Shade Top Width	Shade Top Diameter
Glass	Glass	Satin Etched	1				3 3/16	8 15/16				

Replacement Bulb Data:

Product #			Type	Base	Watts	Watts Consumed	Volts	Hours	Lumens	Temp (°K)	CRI
97102	Frosted Glass Lens		Self Ballasted CFL	GU24	13	13	120v	10000	900	2700	81

Shipping Information:

Package Type	Product #	Quantity	UPC	Length	Width	Height	Cube	Weight	Frt. Class	UPS Ship
Individual	79434BLE-15	1	785652159107	13.58	13.58	5.25	0.56	4	100	Yes
NJ Pallet		132		48	40	71.75	79.722	528		No
NV Pallet		132		48	40	71.75	79.722	528		No

Sea Gull Lighting reserves the right to revise the design of components of any product due to parts availability or change in safety listing standards without assuming any obligation or liability to modify any products previously manufactured and without notice. This literature depicts a product design that is the sole and exclusive property of Sea Gull Lighting. In compliance with U.S copyright and patent requirements, notification is hereby presented in this form that this literature, or the product it depicts, is not to be copied, altered or used in any manner without the express written consent of, or contrary to the best interests of Sea Gull Lighting – A Generation Brands Company.

BLOCK ONE Affordable Housing (AH) Units: BATHROOM VENT/FAN/LIGHT

WhisperValue-Lite™ VENTILATION FAN

FV-08VSL2

Specification Submittal Data / Panasonic Ventilation Fan

Description

Ventilation fan/light shall be low sone ceiling mount rated for continuous run. Fan shall be ENERGY STAR® rated and certified by the Home Ventilation Institute (HVI). Evaluated by Underwriters Laboratories and conform to both UL and cUL safety standards.

Motor/Blower:

- Four–pole totally enclosed condenser motor rated for continuous run.
- Power rating shall be 120 volts and 60 Hz.
- Fan shall be UL and cUL listed for tub/ shower enclosure when used with a GFCI branch circuit wiring and use in insulated ceiling (TYPE I.C.).
- Motor equipped with thermal–cutoff fuse.
- Removable, permanently lubricated, plug-in motor.

Housing:

- Rust proof paint, galvanized steel body.
- Expandable extension bracket up to 24"
- 4" oval diameter duct.
- Built in backdraft damper.
- Double hanger bar system allowing for ideal positioning.

Light:

- One 32-Watt, electronic ballast compact fluorescent lamp included.
- One 4-Watt night-light included.
- FCC Part 18 compliant.

Grille:

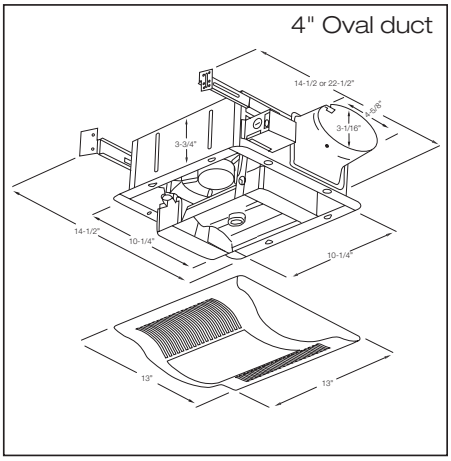
- Attractive design using PP material.
- Attaches directly to housing with torsion springs.

Warranty:

- ALL Parts: 3 Years from original purchase date. CFL: 10,000 hours. Night Light: No Warranty

Architectural Specifications:

Ventilation fan and light shall be ceiling mount, ENERGY STAR® rated, with no less than 80 CFM and no more than 1.3 sones as certified by the Home Ventilating Institute (HVI) at 0.1 wg with no less than 67 CFM and no more than 1.5 sones at .25 wg. Power consumption shall be no greater than 24.6 Watts at 0.1 wg and 25 Watts at 0.25 wg with efficiency of no less than 3.3 CFM/Watt at 0.1 wg and 2.7 CFM/Watt at 0.25 wg. The motor shall be fully enclosed, four pole condenser type engineered to operate continuously for no less than 30,000 hours. Power rating shall be 120v/60Hz. Duct diameter shall be no less than 3" or 4" duct. Fan shall be UL and cUL listed for tub/shower enclosure when used with GFCI branch circuit wiring. Fan can be used to comply with ASHRAE 62.2, LEED, ENERGY STAR IAP, EarthCraft, California Title-24, WA Ventilation Code. Lamp shall be one 32-Watt energy efficient, compact fluorescent incorporating high efficiency electronic ballast. Night-light feature shall be included.



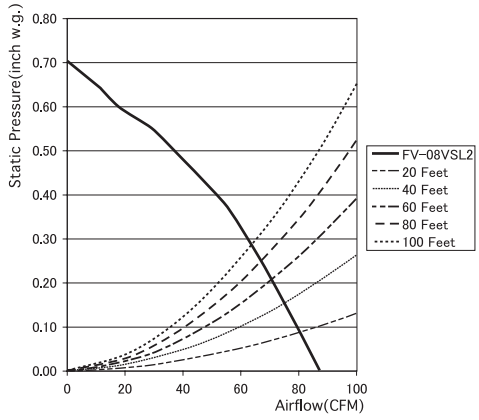
FV-08VSL2



Included: 1 Panasonic 32-Watt CFL

Specifications: **WhisperValue-Lite** FV-08VSL2		**4" Oval Duct**	
Ventilation Fan Characteristics (HVI Certified Data)	Static Pressure in inches w.g.	0.1	0.25
	Air Volume (CFM)	80	67
	Noise (sones)	1.3	1.5
	Power Consumption (watts)	24.6	25.0
	Energy Efficiency (CFM/Watts)	3.3	2.7
	Speed (RPM)	944	1063
	Current (amps)	0.21	0.21
	Power Rating (V/Hz)	120/60	
	ENERGY STAR rated	YES	

Performance Curve 4" Oval duct



For complete Installation Instructions visit **www.panasonic.com/building**

Model	Quantity	Comments	Project:
			Location:
			Architect:
			Engineer:
			Contractor:
			Submitted by:
			Date:

Panasonic Eco Solutions North America
Eco Products Division
One Panasonic Way
Secaucus, NJ 07094

www.panasonic.com/building

Panasonic ideas for life

BLOCK ONE Affordable Housing (AH) Units: VANITY LIGHT

Catalog Number	4-OVL-2-32-T8		
Project Name		Type	

T8/T5 FLUORESCENT VANITY LIGHT

OVL Series

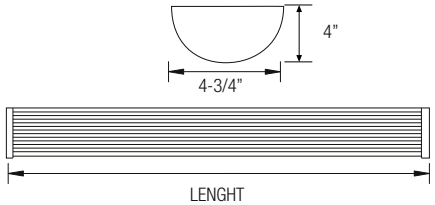


APPLICATION:
For use in residential, commercial and hospitality markets. For wall or vanity application.

PRODUCT FEATURES:
- Comes standard with Muti-Volt Ballast.
- Available in white smooth or clear prismatic diffuser and white end caps.
- Individually boxed.
- Diffuser easily removed via locking nut at both ends of fixture.
- Post-painted body and hemmed edges allow for safe handling and installation.
- CEE qualified ballast found standard on most fixture options (Consult factory for details).

OPTIONAL FEATURES:
- Dividers for up/down light.
- Front Baffle cover available for light block

LISTING - UL/ C-UL listed for damp locations.
WARRANTY - Guaranteed for one year against mechanical defects.



LENGHT
25-1/2"
37-1/2"
49-1/2"

Ordering Information EXAMPLE: 2-OVL-1-17-T8

4	OVL	2-32-T8						

FIXTURE SIZE
2 - 2'
3 - 3'
4 - 4'

SERIES
OVL-Oracle Vanity Light

WATTAGE
2' FIXTURE
2-14-T5 (2 lamp/14W/T5)
2-17-T8 (2 lamp/17W/T8)
3' FIXTURE
2-21-T5 (2 lamp/21W/T5)
2-25-T8 (2 lamp/25W/T8)
4' FIXTURE
2-28-T5 (2 lamp/21W/T5)
2-32-T8 (2 lamp/32W/T8)

VOLTAGE
120 - 120

OF BALLAST
(Blank) -1 Ballast
2 -2 Ballasts

BALLAST FACTOR
(Blank)- Normal BF

EMERGENCY BATTERY PACK OPTIONS (L. = LUMENS)

ORDER CODE	DESCRIPTION
EMG-T8-BX-450	Up to 450 L. for **T8 or BX**
EMG-T8-BX-600	Up to 600 L. for **T8 or BX**
EMG-T8-BX-700	Up to 700 L. for **T8 or BX**
EMG-T8-BX-1400	Up to 1400 L. for **T8 or BX**
EMG-T5-520	Up to 520 L. for **T5**
EMG-T5-T5HO-700	Up to 700 L. for **T5 or T5HO**
EMG-T5-T5HO-1300	Up to 1300 L. for **T5 or T5HO**
EMG-T8-BX-T5-T5HO-3200	Up to 3200 L. for **T8, BX, T5 or T5HO**
EMG-SD-T8-BX-T5-T5HO-1400	Self-Diagnostic 1400 L. for **T8, BX, T5 or T5HO**
EMG-ICE-T8-BX-T5-T5HO-1400	ICE Pack 1400 L. for **T8, BX, T5 or T5HO**

BALLAST CONFIGURATION & CODE

15W/T8	17W/T8	25W/T8	17W/T8	32W/T8	25W/T8	DESCRIPTION
(Blank)	(Blank)	-	(Blank)	(Blank)	(Blank)	Electronic Instant Start
EPS	EPS	(Blank)	EPS	EPS	EPS	Electronic Program Start

Consult Factory for ADVANCE or LUTRON dimming ballast options.

WIRING OPTIONS

FBF	- Internal Fast Blow Fuse
SBF	- Internal Slow-Blow Fuse
RIS	- Radio Interference Suppressor

OTHER OPTIONS

USA	- Made in America Compliance

BLOCK ONE Affordable Housing (AH) Units: VANITY LIGHT

Philips T8 Lamps featuring ALTO II Technology

Ideal for applications requiring maximum maintained light output

T8 Collection



ALTO II means 50% less mercury than the original ALTO T8 lamps†

† This lamp is better for the environment because of its reduced mercury content. All Philips ALTO lamps give you end-of-life options, which can simplify and reduce your lamp disposal costs, depending on your state and local regulations. ALTO II Lamps have only 1.7mg of mercury.

* Fluorescent lamps that are TCLP compliant reduce the amount of pollutants released into the environment.

Extra low mercury

Philips T8 Lamps are energy-efficient lighting solutions.

Extended life

- Reduce maintenance costs by extending the relamping cycle
- Limited warranty period based on usage+

Outstanding lumen performance

- 95% lumen maintenance and reduced lamp-end blackening

Better for the environment

- Only 1.7mg of mercury with ALTO II Technology
- Reduced impact on the environment without sacrificing performance

(+ See back page for footnotes)

PHILIPS
sense and simplicity

BLOCK ONE Affordable Housing (AH) Units: VANITY LIGHT

Philips T8 Lamps featuring ALTO II Technology

Ordering, Electrical and Technical Data

	Product Number	Ordering Code	Watts	Pack. Qty.	Color Temp. (Kelvin)	Nom. Length (In.)	Rated Average Life (Hrs)[1] T2-hr on Ins. Start	T2-hr on Prog. Start	Approx. Initial Lumens[2]	Design Lumens[3]	CRI	Lumen Maint.
●	36791-2	F17T8/TL835/ALTO	17	25	3500	24	30,000	36,000	1350	1280	84	95%
●	36793-8	F17T8/TL841/ALTO	17	25	4100	24	30,000	36,000	1350	1280	82	95%
●	14123-4	F17T8/TL850/ALTO	17	25	5000	24	30,000	36,000	1300	1235	82	95%
●	36814-2	F25T8/TL835/ALTO	25	25	3500	36	30,000	36,000	2150	2040	84	95%
●	36825-8	F25T8/TL841/ALTO	25	25	4100	36	30,000	36,000	2150	2040	82	95%
●	14124-2	F25T8/TL850/ALTO	25	25	5000	36	30,000	36,000	2150	2040	82	95%
Ⓔ ●	24667-8	F32T8/TL830/ALTO	32	25	3000	48	30,000	36,000	2850	2710	85	95%
Ⓔ ●	24670-2	F32T8/TL835/ALTO	32	25	3500	48	30,000	36,000	2850	2710	84	95%
Ⓔ ●	24671-0	F32T8/TL841/ALTO	32	25	4100	48	30,000	36,000	2850	2710	82	95%
Ⓔ ●	27229-4	F32T8/TL850/ALTO	32	25	5000	48	30,000	36,000	2850	2710	82	95%
Ⓔ ●	27252-6	F32T8/TL730/ALTO	32	25	3000	48	30,000	36,000	2700	2565	78	95%
Ⓔ ●	27249-2	F32T8/TL735/ALTO	32	25	3500	48	30,000	36,000	2700	2565	78	95%
Ⓔ ●	27248-4	F32T8/TL741/ALTO	32	25	4100	48	30,000	36,000	2700	2565	78	95%
Ⓔ ●	38351-3	F32T8/TL741/ALTO	32	10	4100	48	30,000	36,000	2700	2565	78	95%
Ⓔ ●	27268-2	F32T8/TL750/ALTO	32	25	5000	48	30,000	36,000	2600	2470	78	95%

1) Average life under engineering data with lamps turned off and restarted once every 12 operating hours.

2) Approximate initial lumens. The lamp lumen output is based upon lamp performance after 100 hours of operating life, when the output is measured during operation on a reference ballast under standard laboratory conditions. For expected lamp lumen output, commercial ballast manufacturers can advise the appropriate ballast factor for each of their ballasts when they are informed of the designated lamp. The ballast factor is a multiplier applied to the designated lamp lumen output.

3) Design lumens are the approximate lamp lumen output at 40% of the lamp's rated average life. This output is based upon measurements obtained during lamp operation on a reference ballast under standard laboratory conditions. Design lumens rated at 3 hours per start on instant start ballast.

4) Average life under specified test conditions with lamps turned off and restarted no more frequently than once every 3 operating hours. Lamp life is appreciably longer if lamps are started less frequently.

Ⓔ Lamp meets US Federal Minimum Efficiency Standards.

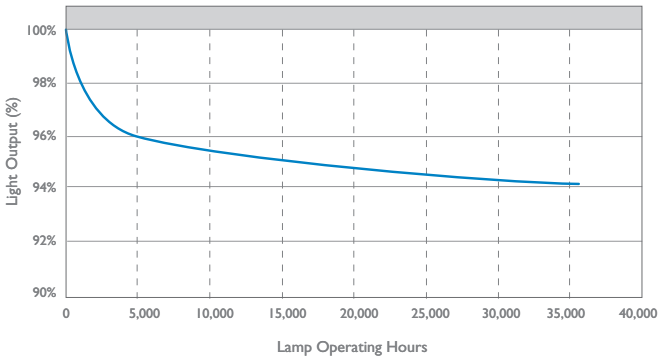
● This lamp is better for the environment because of its reduced mercury content. All Philips ALTO II lamps give you end-of-life options which can simplify and reduce your lamp disposal costs depending on your state and local regulations.

Footnotes from front:

\+ See your sales representative for details

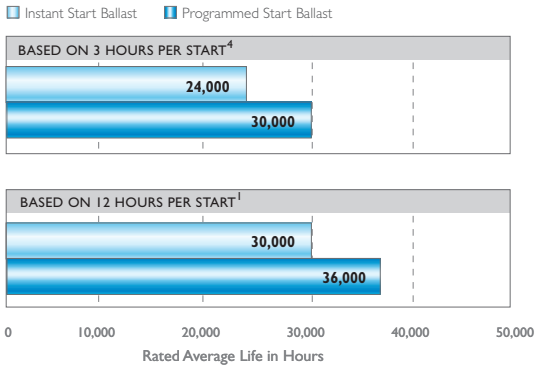
95% Lumen Maintenance

Philips T8 Lamps



Rated Average Life

Philips T8 Lamps



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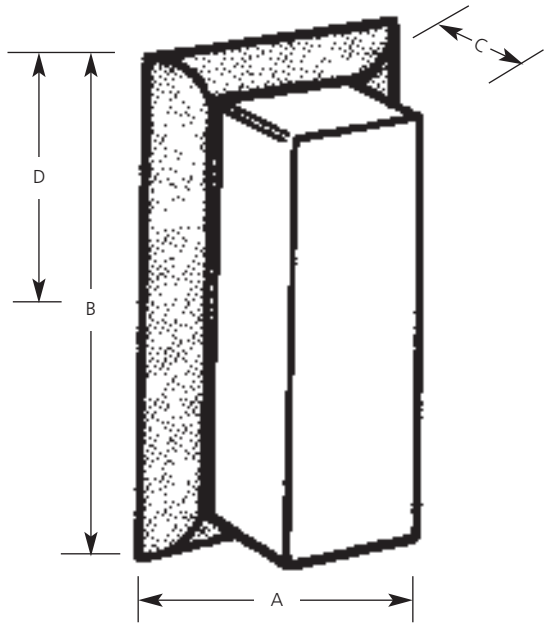
PROGRESS LIGHTING

Compact Fluorescent | **Shatter-Resistant Acrylic** Brass or White Trim | **Sconces**

Type _____

-30
P7110 ☐
P7111 ☐

Catalog No.	Finish: White	Lamping	Dimensions (Inches) A	B	C	D
P7110	-30	1-13w Twin CF	4-1/2	12	4	6-1/4
P7111	-30	2-13w Twin CF	7-1/2	12	4	6-1/4



Specifications:

General

- White acrylic shatter-resistant diffuser
- White (-30) trim on both
- Diffuser secured to backplate with a single locking screw
- White steel backplate
- Complies with "Americans with Disabilities Act" - ADA

Mounting

- Wall mount
- Mounts directly to a standard switch outlet box
- Mounts to center hole of outlet box cover (supplied by others) when standard outlet box is used

Electrical

- 120V NPF ballast standard. For HPF, consult factory
- GX23 base lamps
- Pre-wired

Labeling

- UL-CUL listed

Progress Lighting
701 Millennium Blvd.
Greenville, South Carolina
29607

www.progresslighting.com

Rev. 9/09

Philips PL-C 2-Pin Compact Fluorescent Lamps featuring ALTO Lamp Technology

Ideal for downlights and wall washers in general lighting and wall sconces in decorative lighting

PL Lamps



† This lamp is better for the environment because of its reduced mercury content. All Philips ALTO® lamps give you end-of-life options which can simplify and reduce your lamp disposal costs depending on your state and local regulations.

* Fluorescent lamps that are TCLP compliant reduce the amount of pollutants released into the environment.

High color rendering, high efficacy, long life lamps

Philips PL-C 2-Pin Compact Fluorescent Lamps featuring ALTO Lamp Technology are a sustainable lighting solution for general lighting.

Quad tube design
- Compact design: available in 13W, 18W, and 26W

10,000 hours rated average life[1]

PL-C 15mm 2-pin lamps also available (not TCLP compliant)
- Available in 22W and 28W (2700K only) with low starting temperature (-20°F) ideal for outdoor applications

Excellent color rendering and broad range of color temperature
- 82 color rendering index (CRI) available in 2700, 3000, 3500 and 4100K

Sustainable solution
- 1.4mg of mercury**

1) Average life under specified test conditions with lamps turned off and restarted no more frequently than once every 3 operating hours. Lamp life is appreciably longer if lamps are started less frequently.

** Does not include PL-C 15mm 2-pin lamps

PHILIPS

sense and simplicity

BLOCK ONE Affordable Housing (AH) Units: CLOSETS

Philips PL-C 2-Pin Compact Fluorescent Lamps featuring ALTO Lamp Technology

Ordering, Electrical and Technical Data (Subject to change without notice)

Product Number	Ordering Code	Watts	Base	Description	Std. Pack. Qty.	Color Temp. (K)	MOL (In.)	Rated Avg. Life (3-Hr. Start)[1]	Approx. Initial Lumens[2]	Design Lumens[3]	CRI
● 38310-9	PL-C 13W/827/USA/ALTO	13	GX23-2	CFQ13W/GX23/827	10	2700	4⅝	10,000	860	735	82
● 38311-7	PL-C 13W/830/USA/ALTO	13	GX23-2	CFQ13W/GX23/830	10	3000	4⅝	10,000	860	735	82
● 38312-5	PL-C 13W/835/USA/ALTO	13	GX23-2	CFQ13W/GX23/835	10	3500	4⅝	10,000	860	735	82
● 38313-3	PL-C 13W/841/USA/ALTO	13	GX23-2	CFQ13W/GX23/841	10	4100	4⅝	10,000	860	835	82
● 38314-1	PL-C 13W/827/ALTO*	13	G24d-1	CFQ13W/G24d/827	10	2700	5½	10,000	900	770	82
● 38316-6	PL-C 18W/827/ALTO	18	G24d-2	CFQ18W/G24d/827	10	2700	6	10,000	1250	1070	82
● 38317-4	PL-C 18W/830/ALTO	18	G24d-2	CFQ18W/G24d/830	10	3000	6	10,000	1250	1070	82
● 38318-2	PL-C 18W/835/ALTO	18	G24d-2	CFQ18W/G24d/835	10	3500	6	10,000	1250	1070	82
● 38319-0	PL-C 18W/841/ALTO	18	G24d-2	CFQ18W/G24d/841	10	4100	6	10,000	1250	1070	82
● 38321-6	PL-C 26W/827/ALTO	26	G24d-3	CFQ26W/G24d/827	10	2700	6⅜	10,000	1800	1545	82
● 38322-4	PL-C 26W/830/ALTO	26	G24d-3	CFQ26W/G24d/830	10	3000	6⅜	10,000	1800	1545	82
● 38323-2	PL-C 26W/835/ALTO	26	G24d-3	CFQ26W/G24d/841	10	3500	6⅜	10,000	1800	1545	82
● 38324-0	PL-C 26W/841/ALTO	26	G24d-3	CFQ26W/G24d/841	10	4100	6⅜	10,000	1800	1545	82
Philips PL-C 15mm 2-Pin Compact Fluorescent Lamps (not available with ALTO Lamp Technology)											
24168-7	PL-C 15mm/22W/827	22	GX32d-2	CFQ20W/GX32d/827	40	2700	6	10,000	1200	995	82
24169-5	PL-C 15mm/28W/827	28	GX32d-3	CFQ27W/GX32d/827	40	2700	6⅜	10,000	1600	1325	82

1) Average life under specified test conditions with lamps turned off and restarted no more frequently than once every 3 operating hours. Lamp life is appreciably longer if lamps are started less frequently.

2) Approximate initial lumens. The lamp lumen output is based upon lamp performance after 100 hours of operating life, when the output is measured during operation on a reference ballast under standard laboratory conditions.

3) Design lumens are the approximate lamp lumen output at 40% of the lamp's rated average life. This output is based upon measurements obtained during lamp operation on a reference ballast under standard laboratory conditions.

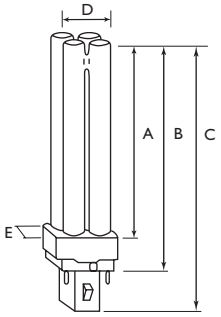
* PL-C 13W/827 is physically and electrically incompatible with more popular PL-C 13W/827/USA types.

● This lamp is better for the environment because of its reduced mercury content. All Philips ALTO lamps give you end-of-life options which can simplify and reduce your lamp disposal costs depending on your state and local regulations.

Lamp Dimensions

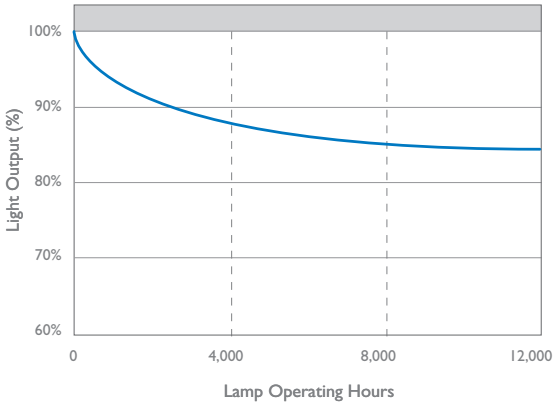
Philips PL-C 2-Pin Compact Fluorescent Lamps

	PL-C 13W/USA		PL-C 13W		PL-C 18W		PL-C 26W		PL-C 15mm/22W		PL-C 15mm/28W	
	Inches	(mm)	Inches	(mm)	Inches	(mm)	Inches	(mm)	Inches	(mm)	Inches	(mm)
A	3.2	82	3.9	99	4.4	111	5.2	132	4.1	105	4.7	121
B	3.8	98	4.6	117	5.1	129	5.9	150	5.1	130	5.7	146
C	4.7	120	5.5	140	6.0	152	6.8	173	6.0	154	6.8	172
D	1.1	28	1.1	28	1.1	28	1.1	28	1.5	37	1.5	37
E	1.4	35	1.4	35	1.4	35	1.4	35	1.8	45	1.8	45



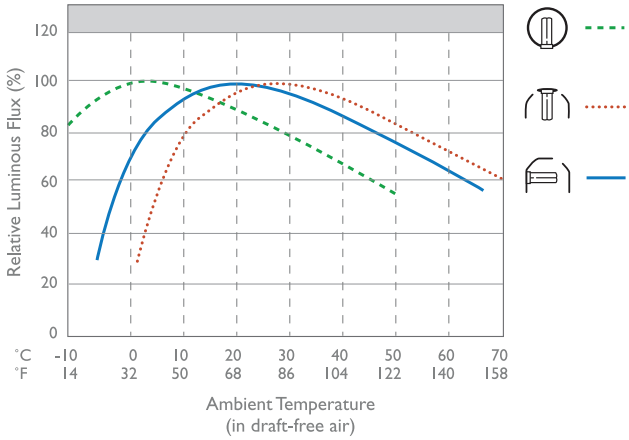
85% Lumen Maintenance

Philips PL-C 2-Pin Compact Fluorescent Lamps



Luminous Flux vs. Burning Positions

Philips PL-C 2-Pin Compact Fluorescent Lamps



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P-3545-D

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