OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 06 - 2026

DIRECTING THE SUCCESSOR AGENCY TO TRANSFER, UNDER SECTION 34181 (a) OF THE CALIFORNIA HEALTH & SAFETY CODE, ITS BENEFICIAL INTERESTS IN RESTRICTIVE COVENANTS TO THE CITY AND COUNTY OF SAN FRANCISCO ("CITY") AS A REAL ESTATE ASSET USED FOR A GOVERNMENTAL PURPOSE; AND AUTHORIZING AN ASSIGNMENT AND ASSUMPTION AGREEMENT TO CONVEY TO THE CITY THE BENEFICIAL INTERESTS IN THE RESTRICTIVE COVENANTS AS SET FORTH IN THE DISPOSITION AND DEVELOPMENT AGREEMENT AND GRANT DEED BOTH DATED APRIL 20, 2010, BY AND BETWEEN FORMER REDEVELOPMENT AGENCY OF THE CITY AND TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, INC. ("TODCO") AND THE DECLARATION OF SITE RESTRICTIONS EXECUTED BY TODCO ON APRIL 20, 2010

WHEREAS, On April 20, 2010, Assignor's predecessor in interest, the Redevelopment Agency of the City and County of San Francisco ("**Former Agency**") and Tenant's and Owner's Development Corporation, Inc. ("**TODCO**") entered into a Disposition and Development Agreement ("**DDA**") pursuant to which the Former Agency agreed to transfer certain real property ("**Community Garden Site**" or "**Site**") to TODCO subject to those covenants, conditions, and restrictions defined in Articles 5 and 6 of the DDA and in the Declaration of Site Restrictions, entered into and recorded contemporaneously with the DDA ("**Declaration**"). In addition, on the same date, the parties also executed a Grant Deed that transferred ownership of the underlying fee in the Site to TODCO, subject to a restriction that stated that TODCO and its successors and assigns would maintain the Site as "a community garden or other form of community open space" ("**Grant Deed**"); and,

WHEREAS, Certain restrictive covenants set forth in the DDA, Declaration, and Grant Deed ("**Restrictive Covenants**") required that the Site be used only as a community garden; and,

WHEREAS, The Restrictive Covenants, including the rights to enforce such Restrictive Covenants, are covenants running with the land in which the Former Agency is deemed to have an interest; and,

WHEREAS, On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Section 34170 et seq. ("**Redevelopment Dissolution Law**"). Under the authority of Redevelopment Dissolution Law and San Francisco Ordinance No. 215-12 (October 4, 2012), the Successor Agency assumed all of

the Former Agency's enforceable obligations. and is charged with winding down the affairs of the Former Agency and disposing of Former Agency assets and properties; and,

WHEREAS, The disposition of the Site to the TODCO was accomplished via the Grant Deed, which transferred fee title from the Former Agency to the TODCO ("**Grant Deed**") subject to a restrictive covenant that required TODCO, and its successors and assigns, to maintain the Site as "a community garden or other form of community open space;" and,

WHEREAS, The Redevelopment Agency of the City and County of San Francisco, a public body (the "**Former Redevelopment Agency**"), was dissolved on February 1, 2012, pursuant to California Health and Safety Code Sections 34170 et seq. (the "**Redevelopment Dissolution Law**"); and,

WHEREAS, As a result of dissolution, all of the Former Agency's non-housing assets, including all real property, were transferred to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco (the "**Successor Agency**," commonly known as the Office of Community Investment and Infrastructure or "**OCII**"), which assumed all of the authority, rights, powers, duties, and obligations of the Former Redevelopment Agency that remained after dissolution. Cal. Health & Safety Code 34173 (a); and,

WHEREAS, Under Redevelopment Dissolution Law, the Successor Agency is charged with winding down the affairs of the Former Agency and disposing of Former Agency assets and properties, subject to review by this Oversight Board to the Successor Agency ("**Oversight Board**") and the State of California Department of Finance ("**DOF**"); and,

WHEREAS, Pursuant to California Health & Safety Code §34181(a), an oversight board may direct a successor agency to "dispose of all assets and properties of the former redevelopment agency;" and,

WHEREAS, The Restrictive Covenants limiting the use of the Site to a Community Garden is a governmental purpose and the City and County of San Francisco ("**City**") is the appropriate public jurisdiction to determine future land use of the Site. Health & Safety Code §34181(a); and,

WHEREAS, The Successor Agency, as successor in interest to the Former Agency, and City wish to enter into an assignment and assumption agreement to transfer to the City all of the Successor Agency's beneficial interests in the Restrictive Covenants; and,

WHEREAS, Authorizing an assignment and assumption agreement is not a project under Section 15378(b)(5) of the California Environmental Quality Act ("CEQA") Guidelines because it will not result in a direct or indirect physical change in the environment.

WHEREAS, The Successor Agency posted the agenda, including the specific titles of the actions under this Resolution, at least 10 days prior to the Oversight Board's public hearing on this matter and thus has complied with the notice requirements under Section 34181 (f) of the California Health & Safety Code for the disposition of the Former Agency's assets. Now therefore be it

RESOLVED, That the Oversight Board directs the Successor Agency to transfer its beneficial interests in the Restrictive Covenants to the City as a real estate asset used for a public purpose under Section 34181(a) of the California Health and Safety Code and further authorizes the Successor Agency to enter into an agreement or agreements with the City for assignment and assumption of the Successor Agency's beneficial interests in the Restrictive Covenants substantially in the form lodged with the Oversight Board Secretary and provided to the Oversight Board with the materials accompanying this Resolution (Exhibit A), and prior to execution, to make changes and take any and all steps, including but not limited to the attachment of Exhibit A and the making of corrections, as necessary or appropriate to consummate the agreement consistent with the purpose of this Resolution; and be it further

RESOLVED, That the Oversight Board authorizes the Successor Agency's Executive Director to take all actions as may be necessary or appropriate, in consultation with the City Attorney's Office and the Successor Agency's General Counsel, to effectuate the purpose of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Oversight Board at its meeting of October 28, 2026.

_____

Board Secretary

Exhibit A – Assignment and Assumption Agreement

Exhibit A

Assignment and Assumption Agreement

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED RETURN TO:

Marc Slutzkin
Deputy Director
Successor Agency to the Redevelopment Agency
of the City and County of San Francisco
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94102

(Space above this line reserved for Recorder's use only)

Documentary Transfer Tax is Zero.
Official Business Entitled to Free Recordation Pursuant to Government Code § 6103
APN: Assessor's Block 3751, Lot 173
Situs: Lapu Lapu Street, San Francisco, CA
(Commonly known as Alice Street Community Gardens)

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, also known as the Office of Community Investment and Infrastructure, ("**Assignor**" or "**Successor Agency**"), hereby transfers, assigns and sets over unto the City and County of San Francisco, a municipal corporation ("**Assignee**" or "**City**"), all of Assignor's right, title and interest in those restrictive covenants described below.

RECITALS

A. On April 20, 2010, Assignor's predecessor in interest, the Redevelopment Agency of the City and County of San Francisco ("**Former Agency**") and Tenant's and Owner's Development Corporation, Inc. ("**TODCO**") entered into a Disposition and Development Agreement (recorded December 17, 2010 in the Office of the San Francisco Assessor-Recorder ("**Official Records**" as Instrument No. 2010-J103817), a copy of which is attached hereto as **Exhibit A** ("**DDA**") pursuant to which the Former Agency agreed to transfer certain real property ("**Community Garden Site**" or "**Site**") to TODCO.

B. The transfer of the Community Gardens Site to TODCO was subject to those covenants, conditions, and restrictions defined in Articles 5 and 6 of the DDA and in the Declaration of Site Restrictions, entered into and recorded contemporaneously with the DDA and recorded in the Official Records as Doc-2010-J103819, a copy of which is attached hereto as **Exhibit B** ("**Declaration**"). In addition, on the same date, the parties also executed a grant deed (recorded in the Official Records on December 17, 2010 as document number 2010-J103818), a copy of which is attached hereto as **Exhibit C** ("**Grant Deed**") that transferred ownership of the

underlying fee in the Site to TODCO, subject to a restriction requiring the Site to be maintained as "a community garden or other form of community open space" ("**Grant Deed**").

C. The restrictive covenants set forth in the DDA, Declaration and Grant Deed (collectively the "**Restrictive Covenants**") required that the Community Gardens Site shall be used only as a Community Garden and run with the land.

D. The beneficial interest in the Restrictive Covenants, including the right to enforce the Restrictive Covenants, is assignable and does not benefit any particular piece of real property, As such, it is a covenant in gross and can be assigned to another party.

E. On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, by operation of law pursuant to California Health and Safety Code Section 34170 et seq. ("**Redevelopment Dissolution Law**"). Under the authority of Redevelopment Dissolution Law and San Francisco Ordinance No. 215-12 (October 4, 2012), the Successor Agency assumed all of the Former Agency's enforceable obligations and is charged with winding down the affairs of the Former Agency and disposing of Former Agency assets and properties. All of the Former Agency's remaining assets, including, without limitation, all interests in real property, and all rights, obligations and liabilities of the Former Redevelopment Agency were transferred to the Successor Agency.

F. The Oversight Board of the City and County of San Francisco directed, by Resolution No. XX-XXXX, the Successor Agency to transfer to the City and County of San Francisco all of the Successor Agency's interests as a beneficiary of the Restrictive Covenants. The California Department of Finance [approved, on XXX, XXXX, Resolution No. XXXXXX] [or declined to review Resolution XXXXX].

G. Successor Agency and City wish to enter into this Assignment and Assumption Agreement (this "**Agreement**") to transfer to City all of Successor Agency's interests as a beneficiary of the Restrictive Covenants to City.

AGREEMENT

1. Assignment. The Assignor does hereby irrevocably and unconditionally assign, transfer, set over and convey unto the Assignee all of Assignor's right, title, privilege, and interest in and to any and all of the Restrictive Covenants, including the rights to enforce, amend, and/or terminate the Restrictive Covenants (the "Beneficial Interests").

2. Assumption. Assignee hereby accepts this assignment and hereby acknowledges and agrees that, from and after the date of execution of this Agreement, all of the Assignor's Beneficial Interests will be deemed to be for the benefit of, and enforceable by, the City as Assignee.

3. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of Assignee and Assignor (as applicable) and their respective successors and assigns.

4. Authority. Each party hereto represents and warrants to the other party that it is fully empowered and authorized to execute and deliver this Agreement, and the individual signing the Agreement on behalf of such party represents and warrants to the other party that they are fully empowered and authorized to do so.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. All actions or proceedings arising directly or indirectly under this Agreement shall be litigated in courts located within the County of San Francisco, State of California.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement will be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person, and no court or other body will render those drafts in interpreting this Agreement.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Signatures of parties on following page.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date set forth below.

ASSIGNOR:

Successor Agency to Redevelopment Agency of the City and County of San Francisco

By: _____
Thurston Kaslofsky
Executive Director

Date: _____

Approved as to Form:

By: _____
Victor Pappalardo
Deputy General Counsel

ASSIGNEE:

City and County of San Francisco, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Name: _____
Deputy City Attorney

Exhibit A

Disposition and Development Agreement

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

WHEN RECORDED, MAIL TO:

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

This is to certify that this is a true and correct copy of the original document recorded on 12/17/10 at 8:00AM as No. 2010-J103817 in the County of San Francisco
Old Republic Title Company
By _____

Assessor's Block 3751, Lot 173
Lapu Lapu Street, San Francisco, CA
(Commonly known as Alice Street Gardens)

Space Above This Line for Recorder's Use

DUPLICATE

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

The Redevelopment Agency
of the City and County of San Francisco

and

Tenant's and Owner's Development Corporation, Inc.,
a California non-profit public benefit corporation

FOR THE SALE OF ASSESSOR'S BLOCK 3751, LOT 173

Dated as of April 20, 2010

Yerba Buena Center

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1. Site Legal Description
2. Site Map
3. Intentionally Omitted
4. Form of Grant Deed
5. Form of Notice of Exclusive Right of Repurchase
6. Form of Declaration of Site Restrictions

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of April 20, 2010 (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("Agency"), and Tenant's and Owner's Development Corporation, Inc., a California non-profit public benefit corporation ("TODCO" or "Developer"). The Agency and the Developer agree as follows:

RECITALS

A. In furtherance of the objectives of the Community Redevelopment Law of the State of California, the Agency has undertaken a program to redevelop and revitalize blighted areas in the City and County of San Francisco (the "City"), and in this connection has adopted a redevelopment project area known as the Yerba Buena Center Approved Redevelopment Project Area D-1 (the "Project Area"). The Project Area is the U.S. Department of Housing and Urban Development ("HUD") designated "Project No. Calif. R-59."

B. The Agency, acting through the Board of Supervisors of the City, has by Ordinance No. 98-66 adopted April 25, 1966, approved a Redevelopment Plan for the Project Area (the "Redevelopment Plan"), as amended by: (i) Ordinance No. 201-71, adopted on July 26, 1971; (ii) Ordinance No. 393-73; adopted on October 9, 1973' (iii) Ordinance No. 386-76, adopted on September 13, 1976; (iv) Ordinance No. 367-77, adopted on August 8, 1977; (v) Ordinance No. 420-79, adopted on August 13, 1979; (vi) Ordinance No. 538-81, adopted on November 2, 1981; (vii) Ordinance No. 477-86, adopted on December 1, 1986; (viii) Ordinance No. 404-94, adopted on November 21, 1994; (ix) Ordinance No. 33-97, adopted on January 27, 1997; and (x) Ordinance No. 263-00, adopted on October 10, 2000; (xi) Ordinance No. 211-03, adopted on August 12, 2003; (xii) Ordinance No. 1-05, adopted on January 4, 2005; and (xiii) Ordinance No. 256-09, adopted on December 8, 2009, providing for the clearance and redevelopment or rehabilitation of certain lands in the Project Area and the future uses of such land. Said Redevelopment Plan and amendments have been filed in the Office of the Recorder of the City and County of San Francisco (the "Official Records"). Most of the Redevelopment Plan remains in effect until January 1, 2011 pursuant to Ordinance No. 256-09, adopted on December 30, 2009, except for the provisions pertaining to the Emporium Site Area which remain in effect for thirty (30) years after the addition of the Emporium Site Area to the Project Area in 2000.

C. On December 13, 1966, and in furtherance of the Redevelopment Plan, the Agency caused a Declaration of Restrictions affecting all of the Project Area to be recorded in the Official Records, in Book B-103 of Official Records at page 210, as Document No. P-30087 ("Project Area Declaration of Restrictions").

D. Pursuant to Section 33333 of the California Health and Safety Code, the Redevelopment Plan establishes, and the Agency administers, the Land Use Plan, Land Use Provisions and Development Standards, as well as the land use district and height and bulk district regulations applicable to Project Area properties. Such Redevelopment Plan requirements may be different from the provisions of the San Francisco Planning Code and related requirements of the City ("City Land Use Regulations"). The effectiveness of the Redevelopment Plan which this Agreement implements, terminates on January 1, 2011 (the "Plan Termination Date"), because the Redevelopment Plan was adopted before December 31, 1993, and is therefore subject to the limitations in Section 33333.6(a) of the California Health and Safety Code ("Section 33333.6(a)"). Section 33333.6(a) also states that after the Plan Termination Date, the Agency shall thereafter "have no authority to act pursuant to the redevelopment plan except to pay previously incurred indebtedness, to comply with Section 33333.8 [affordable housing obligations] and to enforce existing covenants, contracts, or other obligations."

E. On and after the Plan Termination Date, properties located in the Project Area become subject to the City Land Use Regulations, which are implemented by the San Francisco Planning Department ("Planning Department") and other City officials.

F. The Agency is the owner in fee simple absolute of the real property known as Lot 173 within Assessor's Block 3751 and Agency Parcel No. 3751-S, located in the Project Area on Lapu Lapu Street at its intersection with Bonefacio Street in the City and County of San Francisco, State of California, as more particularly described in Attachment 1 attached hereto (the "Site" or the "Property") and shown generally on the map as Attachment 2 attached hereto. The Property was purchased by the Agency in 1977 with funds from the U.S. Department of Housing and Urban Development's Community Development Block Grant Program, and is therefore subject to both federal and state environmental regulations.

G. The Property was leased to TODCO in 1983 for development of a community garden as a replacement for the Clementina Gardens, which was demolished to accommodate construction of the Ceatrice Polite Apartments. The Property together with the improvements situated thereon is known as the Alice Street Community Gardens.

The Agency and TODCO now wish to enter into this Agreement to sell the Property to TODCO for continued use as a community garden or other community open space.

H. Pursuant to Section 33430 of the Health and Safety Code, the Agency may sell real property for the purposes of redevelopment. Pursuant to Section 33431, the Agency must hold a duly-noticed public hearing prior to final approval of any sale of real property that is made without a public offering. On June 12, 2009, an appraisal of the Site established that its interim use value was $12. The proposed sale of the Site to the Developer is a sole source sale for which the Agency Commission held a public hearing. The sale is consistent with the Redevelopment Plan and the California Community Redevelopment Law ("CRL").

ARTICLE 1 - CONTRACT TERMS

1.01 Agency

The Agency is a public body, corporate and politic, exercising its functions and powers and organized and existing under the Community Redevelopment Law of the State of California and includes any successor public agency designated by or pursuant to law. The Agency is the owner of the Property.

1.02 Developer

The Developer is TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, Inc., a California non-profit public benefit corporation.

1.03 Property Included in Transfer

Subject to the terms, covenants and conditions set forth herein, the Agency agrees to convey to TODCO, and TODCO agrees to accept from Agency, the Property as described in Attachment 1 and shown generally on the map attached as Attachment 2. (In the event of any inconsistency between the description in Attachment 1 and the map in Attachment 2, the description shall control.) The Property consists of approximately 18,022 square feet of real property located on Lapu Lapu Street at its intersection with Bonefacio Street, known as Lot 173 within Assessor's Block 3751 and Agency Parcel Number 3751-S, together with the improvements situated thereon known as the Alice Street Community Gardens (the "Gardens"). The Gardens include approximately 330 planting beds, a storage shed, and seating areas. The Agency shall convey the Property to TODCO "As-Is With All Faults" and the Agency shall have no ongoing liability related to the Property as of the date of conveyance.

1.04 Purchase Price

The purchase price for the Site, which the Developer shall pay, in cash or immediately available funds, to the Agency shall be TWELVE AND 00/100 DOLLARS ($12.00) and shall be paid in one lump sum by close of Escrow (as defined in Section 2.02 below) (the "Purchase Price") simultaneously with transfer of title. The Agency is selling the Site on an "as-is" basis, with Developer to rely solely on the results of its investigations.

1.05 Redevelopment Plan and Project Area Declaration of Restrictions

The Redevelopment Plan and the Project Area Declaration of Restrictions are the Redevelopment Plan and Project Area Declaration of Restrictions defined in the Recitals to this Agreement, as the same may be amended and extended from time to time. The Site is subject to all the terms and conditions of the Redevelopment Plan and the Project Area Declaration of Restrictions; provided however that Developer acknowledges in Recitals D and E of this Agreement that, after the Plan Termination Date, the Site will be governed by City Land Use Regulations.

ARTICLE 2 - CONVEYANCE TERMS

2.01 Purchase and Operation

Subject to all of the terms, covenants and conditions of this Agreement, Agency agrees to sell and convey the Site to Developer for the Purchase Price and for the purpose of maintaining and operating the Improvements (as defined in Section 4.01) thereon, and Developer agrees to purchase the Site from Agency, to pay the Purchase Price to Agency, and, in accordance with this Agreement, to maintain and operate the Improvements thereon.

2.02 Escrow

(a) Opening of Escrow. Escrow No. 0227008366-MN (the "Escrow") was established with Old Republic Title Company (the "Title Company") for the conveyance of the Site to the Developer. Within forty-five (45) days after the Effective Date, Agency and Developer shall provide escrow instructions to the Title Company as shall be necessary and consistent with this Agreement at the same time, providing copies to each other.

(b) Closing Date. The Closing hereunder shall be held at the offices of the Title Company ninety (90) days after the Effective Date of this Agreement (the "Closing Date"). At least two (2) business days prior to the Closing Date, the parties shall each deposit into Escrow all documents and instruments that such party is obligated to deposit into Escrow in accordance with this Agreement. Within two (2) business days prior to the close of escrow, the Developer shall deposit into Escrow, in cash or immediately available funds, all funds that it is obligated to deposit into Escrow in accordance with this Agreement.

(c) Title, Escrow and Closing Costs. The Agency will pay to the Title Company or the appropriate payee thereof all title report costs; recording fees; transfer tax; and any and all escrow fees in connection with the conveyance of the Site by Agency to Developer. Developer will pay to the Title Company all title insurance premiums and endorsement charges, as requested by Developer.

2.03 Title

(a) The escrow instructions shall provide that, upon the close of Escrow, the Title Company shall provide and deliver to Developer, an owner's title insurance policy (which at Developer's option may be an ALTA owner's policy) issued by the Title Company in an amount designated by Developer, insuring that fee simple title to the Site and all easements appurtenant thereto is vested in the Developer, without any encumbrances except those agreed upon pursuant to Section 5 or this Agreement and approved in writing by Developer (the "Approved Title Conditions") together with such endorsements to such title insurance policy as Developer shall require, all at the sole cost and expense of Developer (the "Title Policy").

(b) If Developer elects to secure an ALTA owner's policy, Agency shall cooperate with Developer to secure such policy by providing surveys and engineering studies in its possession or control, if any, at no cost to Agency and without warranty of any kind, which relate to or affect the condition of title. Agency shall also execute a commercially reasonable form of Owner's Affidavit, as required by the Title Company. The responsibility of Agency assumed by this paragraph is limited to providing such surveys and engineering studies, if any. Developer shall be responsible for securing any and all other surveys and engineering studies at its sole cost and expense.

(c) At the close of Escrow Agency shall convey to Developer fee simple title to the Site by the Grant Deed, without any encumbrances except those agreed upon pursuant to Section 5 or this Agreement and approved in writing by Developer.

2.04 Taxes and Assessments

Ad valorem taxes and assessments levied, assessed or imposed (i) for any period prior to close of Escrow, shall be the responsibility of the Agency, and (ii) commencing from and after close of Escrow shall be the responsibility of Developer.

2.05 Conditions Precedent to Conveyance

(a) Conditions to Developer's Obligations. The following are conditions to Developer's obligations with respect to the conveyance of the Site, to the extent not expressly waived by Developer:

(i) Agency shall have performed all obligations hereunder required to be performed by Agency prior to the date specified for conveyance of the Site to Developer, including, without limitation, those set forth in Section 2.06;

(ii) The Title Company is prepared to issue the Title Policy to Developer;

(iii) This Agreement shall not have been previously terminated pursuant to any other provision hereof;

(iv) Agency shall have delivered to Developer and the Title Company all instructions and documents to be delivered by Agency at close of Escrow pursuant to the terms and provisions hereof; and

(v) On or before the close of escrow, Agency shall have executed, acknowledged and deposited with the Title Company the Grant Deed for the Site in the form of Attachment 4; and

(vi) Agency shall have instructed the Title Company to consummate the Escrow as provided in Section 2.02.

(b) Conditions to Agency's Obligations. The following are conditions to the Agency's obligations with respect to the conveyance of the Site to the extent not expressly waived by Agency:

(i) Developer shall have performed all obligations hereunder required to be performed by Developer prior to the date of such conveyance, including, without limitation, those required of Developer as set forth in this Section 2.05; and

(ii) Developer shall have instructed the Title Company to consummate the Escrow as provided in Section 2.02.

2.06 Conveyance of Title to the Site and Delivery of Possession

Subject to the provisions of Section 2.05, and provided that (1) Developer is not then in default under the terms of this Agreement pursuant to Section 7.01, (2) the conditions to Agency's obligations and the conditions to Developer's obligations with respect to the Site have been satisfied or expressly waived, and (3) Developer has paid to Agency all sums due hereunder at the times when due, then Agency shall convey to Developer, and Developer shall accept the conveyance of, the fee simple interest in the Site, in the Approved Title Condition, on the Closing Date (the "Date of Conveyance").

ARTICLE 3 - SITE CONDITION; HAZARDOUS MATERIALS INDEMNIFICATION

3.01 Prior to Conveyance/Site "As Is"

(a) Agency shall convey the Site in its present, "AS IS" condition, free of any leases or occupants, and shall not prepare the Site for any purpose whatsoever prior to conveyance to Developer. So long as there is no material adverse change in the condition of the Site after the Effective Date, Developer agrees to accept the Site in "AS IS" condition at the close of Escrow in the Approved Title Condition.

(b) Developer acknowledges that neither Agency nor any employee, representative or agent of Agency has made any representation or warranty, express or implied, with respect to the Site, and it is agreed that 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 as defined below, or otherwise affecting the use, value, occupancy or enjoyment of the Site; or as to any other matter whatsoever; it being expressly understood that the Site is being sold in an "AS IS" condition.

(c) Developer will be given the opportunity to investigate the Site fully, using experts of its own choosing.

(d) In connection therewith, Agency, at no cost to Agency, shall cooperate reasonably with Developer and shall afford Developer access, upon not less than five (5) days' prior notice to Agency, and otherwise at all reasonable times, to such books and records as Agency shall have in its possession or control or otherwise available to Agency and relating to the prior use and/or ownership of the Site.

(e) After close of Escrow, Developer, at its sole cost and expense, shall comply with all provisions of Environmental Law applicable to the Site and all uses, as defined below, improvements and appurtenances of and to the Site, and shall perform all investigations, removal, remedial actions, cleanup and abatement, corrective action or other remediation that may be required pursuant to any Environmental Law, and

Agency and the City and their respective members, officers, agents and employees, shall have no responsibility or liability with respect thereto.

(f) Any and all costs associated with the security, maintenance, and repair of the Site are the sole and absolute responsibility of the Developer. The Agency shall have no ongoing liability related to the Site as of the Date of Conveyance.

3.02 Hazardous Materials Indemnification

(a) Developer shall indemnify, defend and hold Agency and the City, and their respective members, officers, agents and employees (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against any and all 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 Site, occurring after the Date of Conveyance, except where such violation, Release or threatened Release, or condition was at any time caused by the negligence or intentional misconduct of the Indemnified Party seeking indemnification.

(b) For purposes of 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 which occur naturally on the Site.

(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 Risk of Loss

After close of Escrow, all risk of loss with respect to any and all improvements on the Site shall be borne by Developer; provided that Agency shall assign to Developer at closing any and all unexpended insurance proceeds and any uncollected claims and rights under insurance policies covering such loss, if any.

ARTICLE 4 – IMPROVEMENTS

4.01 The Improvements

The Site is currently operated as a community garden and is improved with approximately 330 planting beds, a storage shed, seating areas, a paved maintenance area, and pathways (collectively, the "Improvements").

4.02 Future Improvements and Compliance with Construction Documents and Law

Any future improvements to the Site shall be solely for the purpose of maintaining or improving the Gardens or other community open space, and shall be in compliance with all applicable local, state and federal laws and regulations, including all laws relating to accessibility for persons with disabilities.

4.03 Right to Reconstruct the Improvements in the Event of Casualty

In the event that the Improvements are destroyed by casualty, the Developer shall have the right to rebuild the Improvements, subject to changes necessary to comply with the then-current applicable building and planning code and other local requirements.

4.04 Access to Site – Agency

From and after delivery of possession of the Site to Developer, upon reasonable prior notice to Developer, the Agency, the City and their respective representatives will have the right to enter upon the Site at reasonable times, with 24 hour prior notice, at no cost or expense to the Agency or the City, during normal business

hours, to carry out the purposes of this Agreement. Developer will have the right to have an employee, agent or other representative of Developer accompany the Agency, the City and their representatives at all times while they are present on the Site. The Agency, the City and their respective representatives will exercise due care in entering upon and/or inspecting the Site, and will perform all entry and inspection in a professional manner and so as to preclude any damage to the Site or Improvements. The Agency, the City and their respective representatives will abide by any reasonable safety and security measures Developer imposes.

ARTICLE 5 - COVENANTS AND RESTRICTIONS

5.01 Covenants

Developer expressly covenants and agrees for itself, its successors and assigns and all persons claiming under or through it, that as to the Site and any Improvements constructed or to be constructed thereon, or any part thereof, or alterations or changes thereto, and in addition to any other term, covenant and condition of this Agreement, Developer and all such successors and assigns and all persons claiming under or through it, shall use, devote, operate and maintain the Site and the Improvements thereon, and every part thereof, only and in strict accordance with the provisions of this Article 5. The provisions hereof are contained in the Form of Grant Deed, Attachment 4, and Form of Declaration of Site Restrictions, Attachment 6, and shall not be terminated upon conveyance of the Site.

5.02 Use Restrictions

The Site and the Improvements thereon shall be devoted only for use as a community garden or other form of community open space for use by Project Area residents and visitors. The parties further recognize that the Agency may in the future re-zone the Site (currently zoned as Residential/Service Mixed-Use) as open space and the Developer hereby agrees to such re-zoning. Notwithstanding the foregoing, the Agency may consider other public benefit uses for the Site upon the request of the Developer, which decision is subject to the Agency's sole discretion.

5.03 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, provided, however, that Developer shall not be in default of its obligations under this Section 5.05 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, and provided further that the operation of a religious school shall not be deemed a violation of this Section.

(b) 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.

5.04 No Transfers, Mortgages

There shall be (a) no sale, assignment, transfer, conveyance, encumbrance, mortgage or liens associated with any portion of the Site in violation of Article 6 of this Agreement.

5.05 Effect, Duration and Enforcement of Covenants

(a) It is intended and agreed, and the Grant Deed and Declaration of Site Restrictions shall expressly provide, that the covenants provided in this Article 5 shall be covenants running with the land and that they shall be, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, to the fullest extent permitted by law and equity,

(i) binding for the benefit and in favor of Agency, as beneficiary, as to all covenants set forth in this Article 5; the United States, as beneficiary, as to the covenants provided in Section 5.03; and the owner of any other land or of any interest in any land in the Project Area (as long as such land remains subject to the land use requirements and restrictions of the Redevelopment Plan and the Project Area Declaration of Restrictions),

as beneficiary, as to the covenants provided in Sections 5.02 and 5.03; and their respective successors and assigns; and

(ii) binding against Developer, its successors and assigns to or of the Site and any Improvements thereon or any part thereof or any interest therein, and any party in possession or occupancy of the Site or the Improvements thereon or any part thereof. It is further intended and agreed that the covenants provided in this Article 5 shall remain in effect subject to the termination provisions of Section 5.05(c) without limitation as to time; provided, however, that such agreements and covenants shall be binding on Developer itself, each successor in interest or assign, and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Site or part thereof.

(b) In amplification, and not in restriction, of the provisions of the preceding Sections, it is intended and agreed that Agency and the United States and their respective successors and assigns, as to the covenants provided in this Article 5 of which they are stated to be beneficiaries, shall be beneficiaries both for and in their own right and also for the purposes of protecting the interest of the community and other parties, public or private, and without regard to whether Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to which, or in favor of which, such covenants relate. Agency and the United States and their respective successors and assigns shall have the right, in the event of any and all of such covenants of which they are stated to be beneficiaries, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings, to enforce the curing of such breach of such covenants to which it or any other beneficiaries of such covenants may be entitled including, without limitation, restraining orders, injunctions and/or specific enforcement, judicial or administrative. These rights and remedies are in addition to, and not in derogation of, the rights and remedies of the Agency set forth in Section 5.05 (d).

(c) As stated above, the covenants contained in this Article shall remain in effect without limitation as to time; provided, however, that if Agency becomes the fee owner of the Site or any portion thereof, whether voluntarily or involuntarily, through the Agency's Exclusive Right to Repurchase by operation of law or by reason of the conditions subsequent contained in the Deed to the Site then the covenants contained in this Article 5 (except those contained in Section 5.03, the Redevelopment Plan and the Project Area Declaration of Restrictions, if still in effect) shall terminate and be of no further force or effect as to the Site or the portion thereof of which Agency has become the fee owner.

(d) The conveyance of the Site by Agency to Developer is made and accepted upon the express covenants contained in this Article 5. And provided further, that those covenants contained in Sections 5.02, 5.03, and 5.04 survive the conveyance of the Site to the Developer and shall be provided for in the Grant Deed and the Declaration of Site Restrictions.

(e) Developer shall be entitled to notice and shall have the right to cure any breach or violation of all or any of the foregoing in accordance with Article 7.

ARTICLE 6 – ANTI-SPECULATION, ASSIGNMENT, AND TRANSFER PROVISIONS

6.01 Representation as to Developer

Developer represents and agrees that its purchase of the Site and its other undertakings pursuant to this Agreement must be used for the purpose of maintaining a community garden or other open space use and not for speculation in land holding.

6.02 Prohibition Against Transfer of the Site, the Improvements and the Agreement

Developer shall not make or create or suffer to be made or created any total or partial sale, conveyance, mortgage, encumbrance, lien, assignment, option to acquire, any trust or power, or transfer in any other mode or form, including the transfer of development rights, of this Agreement, the Site or the Improvements thereon, or any part thereof, or interest therein, or permit any significant change in the ownership of the Developer to occur or contract or agree to do any of the same (collectively a "Transfer") without the prior written approval of the Agency's Executive Director or his/her designee (the "Agency Approval"), which shall not be unreasonably withheld.

6.03 Effect of Violation

(a) In the event that, contrary to the provisions of this Agreement, a Transfer does occur, in addition to all other remedies provided herein or by law, including, but not limited to, termination of this Agreement, Agency shall have an Exclusive Right to Repurchase as provided in Section 7.02(a).

(b) In the absence of specific written approval by Agency, no Transfer shall be deemed to relieve Developer or any other party from any obligations under this Agreement or deprive Agency of any of its rights and remedies under this Agreement or the Grant Deed.

ARTICLE 7 - DEFAULTS AND REMEDIES

7.01 Developer Default

The occurrence of any one of the following events or circumstances shall constitute an Event of Default by Developer under this Agreement thirty days after Developer's receipt of written notice from the Agency of the alleged default and opportunity to cure.

(a) Developer suffers or permits a Transfer to occur in violation of the provisions of this Agreement; or Developer allows any other person or entity (except Developer's authorized representatives) to

occupy or use all or any part of the Site in violation of the provisions of this Agreement, and such event or condition shall not have been cured within thirty (30) days following the date of written demand to cure by Agency to Developer;

(b) Developer causes or permits the Site and Improvements thereon to be devoted to a use other than a community garden or other form of community open space for use by Project Area residents;

(c) Developer fails to pay real estate taxes or assessments on the Site when due or places any mortgages, encumbrances or liens upon the Site or the Improvements or any part thereof in violation of this Agreement, and such event or condition shall not have been cured within thirty (30) days following the date of written demand to cure by Agency to Developer;

(d) Developer causes or permits a default as defined in and occurring under any other agreement between Agency and Developer and fails to cure the same in accordance with such other agreement, provided that Agency's remedies for a default under the other agreement between Agency and Developer shall be limited to the remedies respectively set forth therein;

(e) Developer fails to pay the Purchase Price for the Site upon tender of conveyance by Agency pursuant to this Agreement, and such failure continues for a period of five (5) business days following the date of written notice thereof from Agency;

(f) Developer fails to pay any other amount required to be paid hereunder, other than the Purchase Price for the Site, and such failure continues for a period of thirty (30) business days following the date of written notice thereof from Agency;

(g) Developer does not accept conveyance of the Site upon tender by Agency pursuant to this Agreement, and such failure continues for a period of five (5) business days following the date of written notice from Agency;

(h) Developer defaults in the performance of or violates any covenant, or any part thereof, set forth in Article 5, the Grant Deed, or the Declaration of Site Restrictions, and such default or violation continues for a period of thirty (30) days after the date of written demand to cure from Agency to Developer; or

(i) Developer fails to perform any other agreements or obligations on Developer's part to be performed under this Agreement, and such failure continues for the period of time for any cure or the expiration of any grace period specified in this Agreement therefore, or if no such time or grace period is specified, within thirty (30) days after the date of written demand by Agency to Developer to perform such agreement or obligation, or in the case of a default not susceptible of cure within thirty (30) days, Developer fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time including, without limitation, any obligations set forth in this Section 7.01.

7.02 Remedies of Agency

Upon the occurrence of an Event of Default by the Developer, the Agency shall have the remedies set forth below.

(a) Exclusive Right of Repurchase. In the event of a Developer default under Sections 7.01 (a) or (b) of this Agreement, the Agency shall have an exclusive right to repurchase the Site from the Developer for the Purchase Price, without adjustment for inflation or other factors (the "Exclusive Right of Repurchase"). In the event of a default under Section 7.01 (a) or (b) of this Agreement, the Agency shall deliver to Developer a written notice of default, notifying the Developer of the Agency's intent to (i) exercise its Exclusive Right of Repurchase on the Site and (ii) record the Notice of Exclusive Right of Repurchase on the Site, attached as Attachment 5.

(b) Specific Performance. Agency shall have the right to institute an action for specific performance of the terms of this Agreement or of the Grant Deed including, but not limited to, the right to institute any action for specific performance of Developer's obligations under this Agreement, the Grant Deed, or the Declaration of Site Restrictions.

(c) Other Remedies. The Agency shall be entitled to exercise all remedies permitted by law or at equity.

(d) Limitation on Personal Liability of Developer. No owner, manager, partner, officer, director, member, official or employee of Developer shall be personally liable to the Agency, or any successor in interest, for any default by Developer or for any obligations under the terms of this Agreement.

7.03 Additional Remedies of Agency

The remedies provided for herein are in addition to and not in limitation of other remedies including, without limitation, (i) those provided in the Grant Deed and elsewhere in violation of the covenants set forth in Article 5.

7.04 Agency Default

The occurrence of any one of the following events or circumstances shall constitute an Event of Default by the Agency under this Agreement:

(a) Agency fails to convey the Site to Developer in violation of this Agreement, pursuant to Section 2.05, and such failure continues for a period of ten (10) days following the date of written notice thereof from Developer; or

(b) Agency fails to perform any other agreements or obligations on Agency's part to be performed under this Agreement, and such failure continues for the period of time for any cure or the expiration of any grace period specified in this Agreement therefore, or if no such time or grace period is specified, within thirty (30) days after the date of written demand by Developer to Agency to perform such agreement or obligation, or, in the case of a default not susceptible of cure within thirty (30) days, Agency fails promptly to commence to cure such default and thereafter diligently to prosecute such cure to completion within a reasonable time.

7.05 Remedies of Developer

For an Event of Default by the Agency hereunder, the Developer shall have the following remedies:

(a) Limitation on Damages. The Agency shall not be liable to Developer for damages caused by any default by Agency, or to expend money to cure a default by Agency, except as provided in subparagraph (e) below, subject to the limitations contained in subparagraph (d) below.

(b) Specific Performance. Subject to the provisions of subparagraph (e) below, Developer shall have the right to institute legal action for specific performance of the terms of this Agreement to the extent that such action is available at law or in equity with respect to such default.

(c) Other Remedies. Subject to subparagraphs (d) and (e), Developer shall be entitled to exercise all other remedies permitted by law.

(d) Non-liability of Agency Members, Officials and Employees. No member, official or employee of Agency shall be personally liable to Developer, or any successor in interest, for any default by Agency or for any amount which may become due to Developer or any successor in interest under the terms of this Agreement.

(e) Agency Liability. Agency shall be liable for reasonable attorneys' fees and costs incurred by Developer in enforcing its rights hereunder and other reasonable out-of-pocket collection costs, but Agency shall have no liability for money except as provided in this Section 7.05(e) and Section 1.04.

7.06 Rights and Remedies Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law, in equity or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such rights or remedies shall not preclude the exercise by such parties of any other or further rights or remedies for the same or any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be effective beyond the

particular obligation of the other party or condition to its own obligation expressly waived and to the extent thereof, or a waiver in respect to any other rights of the party making the waiver or any other obligations of the other party.

7.07 Other Rights and Remedies

The rights and remedies provided to Agency and Developer in this Article 7 are in addition to and not in derogation of other rights and remedies found in this Agreement and in the Deed, but not set forth in this Article 7, but in no event shall (i) Agency have any liability for money or to expend money except as provided in Section 7.05(e).

7.08 General

(a) Subject to the limitations thereon contained in this Agreement, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the terms of this Agreement. Such legal actions must be instituted in the Superior Court of the City and County of San Francisco, State of California, and any other appropriate court in that City and County or, if appropriate, in the Federal District Court in San Francisco, California.

(b) In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by any legal service upon the Executive Director of Agency, or its counsel, or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Developer, service of process on Developer shall be made by personal service upon the Developer at the address provided for in Section 1.02 or at such other address as shall have been given to Agency by Developer pursuant to Section 9.03 of this Agreement, or in any other manner as may be provided by law, and shall be valid whether made within or without the State of California.

ARTICLE 8 – AGENCY EQUAL OPPORTUNITY PROGRAM

Developer is applying for and may receive local, state or federal funds for the purpose of making capital improvements to the Property. Developer agrees to meet all of the employment and associated hiring requirements of such funds and the Agency finds that such compliance meets the intent of the Agency's Equal Opportunity Program for purposes of this transaction.

ARTICLE 9 - GENERAL PROVISIONS

9.01 Indemnification

Developer shall indemnify, defend, and hold harmless Agency, the City and their respective members, officers, agents and employees from and against any and all losses, costs, claims, damages, liabilities and causes of action (including reasonable attorney's fees and court costs) arising out of this Agreement, 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, 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 gross negligence or willful misconduct of the person or party seeking to be indemnified (Agency or the City, as the case may be), or its respective agents, employees or contractors. Developer's obligations under this Section 9.01 shall survive Agency's conveyance of the Site to the Developer as to any acts or omissions occurring prior to such conveyance.

9.02 Provisions with Respect to Time Generally

All references in this Agreement to time limitations shall mean such time limitations as they may be extended pursuant to the terms of this Agreement.

9.03 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement by either party to the other party shall be sufficiently given or delivered if transmitted by (i) registered or certified United States mail, postage prepaid, (ii) personal delivery, (iii) nationally recognized private courier services, or (iv) facsimile transmission, provided that, in such case, a confirming copy is sent by first class mail or pursuant to subsections (i), (ii) or (iii), in every case addressed as follows:

If to Agency: San Francisco Redevelopment Agency
One South Van Ness Avenue, Fifth Floor
San Francisco, California 94103
Attention: Executive Director

If to Developer: TENANT'S AND OWNER'S DEVELOPMENT CORPORATION
230 Fourth Street
San Francisco, CA 94103
Attention: John Elberling

Any such notice, demand or other communication transmitted by registered or certified United States mail, postage prepaid, shall be deemed to have been received forty-eight (48) hours after mailing (unless it is never delivered), and any notice, demand or other communication transmitted by personal delivery, facsimile transmission or nationally recognized private courier service shall be deemed to have been given when received by the recipient. Any party may change its address for notices under this Section 9.03 by written notice given to the other party in accordance with the provisions hereof.

9.04 Time of Performance

(a) All dates for performance (including cure) shall expire at 5:00 p.m. (San Francisco, California time) on the performance or cure date.

(b) A performance date which falls on a Saturday, Sunday or Agency holiday is automatically extended to the next Agency working day.

(c) Unless otherwise specified, whenever an action is required in response to a submission, request or other communication, the responding party must respond within thirty (30) days.

9.05 Attachments/Recitals

All attachments and recitals to this Agreement are hereby incorporated herein and made a part hereof as if set forth in full.

9.06 Non-Merger in Deed

None of the provisions of this Agreement are intended to, or shall be, merged by reason of any deed transferring title to the Site from Agency to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

9.07 Headings

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The terms "Paragraph" and "Section" may be used interchangeably.

9.08 Successors and Assigns

This Agreement shall be binding upon and, subject to the provisions of Article 6, shall inure to the benefit of, the successors and assigns of Agency, Developer and any Holder and where the term "Developer", "Agency" or "Holder" is used in this Agreement, it shall mean and include their respective successors and assigns, including as to any Holder, any transferee of such Holder or any successor or assign of such transferee.

9.09 Counterparts/Formal Amendment Required

(a) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(c) Any modifications or waiver of any provisions of this Agreement or any amendment thereto must be in writing and signed by a person or persons having authority to do so, on behalf of both Agency and Developer.

9.10 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

9.11 Prior Agreements

Upon the Closing Date, all prior agreements and/or leases relating to the Site, including but not limited to the Alice Street Gardens Lease between the Agency and the Developer dated March 15, 1998, shall be of no further force or effect.

9.12 Estoppels

At the request of either party, the other party, within ten (10) days following such request, shall execute and deliver to the requesting party a written statement in which such other party shall certify that this Agreement is in full force and effect; that this Agreement has not been modified or amended (or stating all such modifications and amendments); that neither party is in default under this Agreement (or setting forth any such defaults); that there are not then existing set-offs or defenses against the enforcement of any right or remedy of any party, or any duty or obligation of the certifying party (or setting forth any such set-offs or defenses); and as to such other matters relating to this Agreement as the requesting party shall reasonably request.

9.13 Attorneys' Fees

In the event that either party brings a legal action to enforce rights under this Agreement, the prevailing party in any such proceeding will be entitled to recover its reasonable attorneys' fees and costs of the proceeding.

9.14 Further Assurances

Each party agrees to execute and deliver to the other party such additional documents and instruments as the other party reasonably may request in order to fully carry out the purposes and intent of this Agreement.

9.15 No Personal Liability

(a) No member, official or employee of Agency shall be personally liable to Developer or any successor in interest in the event of any default or breach by Agency or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement.

(b) No officer, director, member, official or employee of Developer shall be personally liable to Agency or the City or any successor in interest in the event of any default or breach by Developer or for any amount which may become due to Agency or the City or successor or on any obligations under the terms of this Agreement.

9.16 Effective Date

The Effective Date of this Agreement and the parties' rights and obligations hereunder shall be the date on which this Agreement is approved by the Agency Commission. The Agency shall insert such date into the appropriate locations in this Agreement, but the failure to do so shall not in any way affect the enforceability of this Agreement.

ARTICLE 10 - REFERENCES AND DEFINITIONS

Agreement means this Disposition and Development Agreement.

City means the City and County of San Francisco.

Deed means the Grant Deed, as shown in Attachment 4.

Default by Agency is defined in Section 7.05.

Default by Developer is defined in Section 7.01.

Effective Date is defined in Section 9.16.

Environmental Law is defined in Section 3.02.

Escrow is defined in Section 2.02.

Exclusive Right to Repurchase is defined in Section 7.02 (a), a form of which is shown on Attachment 5.

Grant Deed means a grant deed in the form attached as Attachment 4.

Hazardous Substance is defined in Section 3.02.

Project Area means the Yerba Buena Center Redevelopment Project Area as described in the Redevelopment Plan.

Redevelopment Plan is defined in Recital B of this Agreement.

Site is defined in Section 1.03.

Site Map is attached as Attachment 2.

Title Company is defined in Section 2.02.

Transfer is defined in Section 6.01.

IN WITNESS WHEREOF, the Agency and the Developer have executed this Agreement effective on April 20, 2010.

Authorized by Agency Resolution
No. 42 -10, adopted April 20, 2010

Form Approved:

By _____
James B. Morales
Agency General Counsel

Project Manager Approval:

By _____
Amy Neches
Project Manager

Development Services Approval:

By _____
Tracie Reynolds
Development Services Manager

AGENCY

Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic

By _____
Amy Lee
Deputy Executive Director
Finance and Administration

By _____
Albert Luis
Assistant Secretary

DEVELOPER

TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, Inc., a California non-profit public benefit corporation

By _____
John Elberling
Its:

ATTACHMENT 1

Site Legal Description

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

All that certain real property bounded on the Southwest by the Northwesterly line of Lapu-Lapu Street; on the Northwest by the Southeasterly boundary of the parcels of land described in the Deeds to Tenant's and Owner's Development Corporation, a California non-profit public benefit corporation, recorded December 12, 1986, Series No. D-912110, and to Folsom-ADCO Associates, a California limited partnership, recorded November 12, 1987, Series No. E-087197; on the Northeast and Southeast by the parcel of land described in the Deed to Building Enterprises, Ltd., a partnership, recorded February 28, 1975, Series No. X-51869, and said Deed to Folsom-ADCO Associates (Series No. E-097197).

Being a portion of 100 Vara Block No. 365 and portions of former Ritch Street, formerly Clara Street, formerly Eliza Place and formerly Shipley Street, vacated by Resolution No. 1015-74, adopted on December 23, 1974, by the Board of Supervisors of the City and County of San Francisco, State of California.

APN: LOT 173; BLOCK 3751

STATE OF CALIFORNIA }
}ss.
COUNTY OF SAN FRANCISCO}

On April 15, 2010, before me, Alma D. Basurto, Notary Public, personally appeared John Elberling, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alma D. Basurto

ALMA D. BASURTO
Commission # 1762204
Notary Public - California
San Francisco County
My Comm. Expires Aug 18, 2011

OPTIONAL

Description of Attached Document

Title or Type of Document: Disposition and Development Agreement for Assessor's Block 3751, Lot 173

Document Date: April 20, 2010 Number of Pages: _____

Signer(s) Other Than Named Above: _____.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

STATE OF CALIFORNIA }
}ss.
COUNTY OF SAN FRANCISCO}

On August 30, 2010 before me, Alma D. Basurto, Notary Public, personally appeared Amy Lee and Albert J. Luis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alma D. Basurto

ALMA D. BASURTO
Commission # 1762204
Notary Public - California
San Francisco County
My Comm. Expires Aug 10, 2011

OPTIONAL

Description of Attached Document

Title or Type of Document: Disposition and Development Agreement for Assessor's Block 3751, Lot 173

Document Date: April 20, 2010 Number of Pages: 48

Signer(s) Other Than Named Above: _____.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

Signer's Name: _____

Title: _____

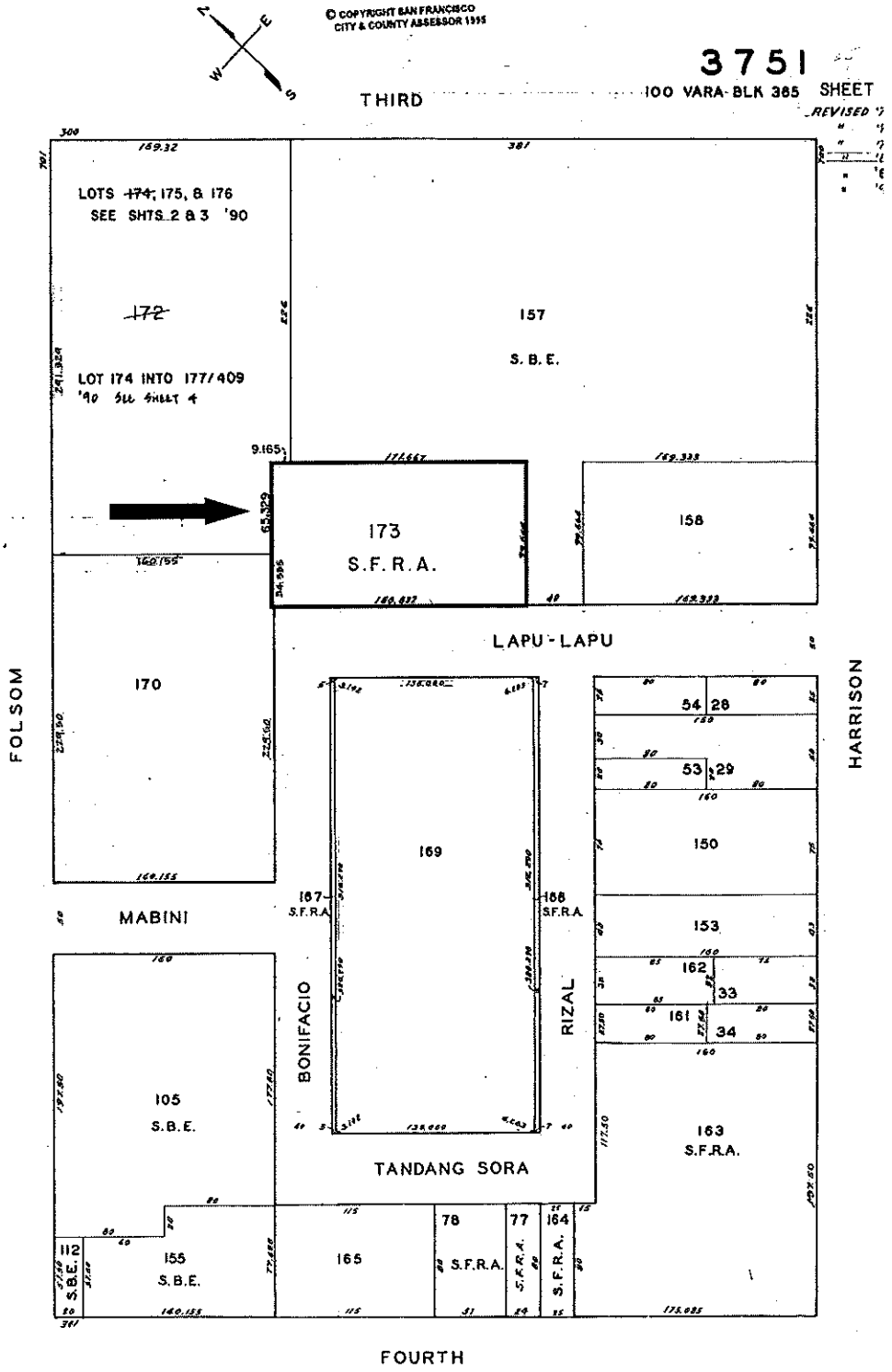
Signer is Representing:

_____

_____

ATTACHMENT 2

Site Map



ATTACHMENT 3

[Intentionally Omitted]

ATTACHMENT 4

Form of Grant Deed

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

WHEN RECORDED, MAIL TO:

TODCO, Inc.
230 Fourth Street
San Francisco, CA 94103
Attention: John Elberling

Space Above This Line Reserved for Recorder's Use

Assessor's Block 3751, Lot 173
Lapu Lapu Street, San Francisco CA
(Commonly known as Alice Street Gardens)

GRANT DEED

The REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic 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 **TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, INC., a California non-profit public benefit corporation**, 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 Disposition and Development Agreement, between the Grantor and the Grantee, dated _____, 2010, hereinafter referred to as the "Agreement," and the following conditions, covenants and restrictions:

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

(i) 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

(ii) Not devote any portion of the Site or the Improvements thereon to any use other than a community garden or other form of community open space for use by Project Area residents, and

(iii) Not sell, assign, transfer, convey, encumber, lien, or mortgage any portion of the Site without prior written approval of the Grantor pursuant to Section 6.02 of the Agreement.

(2) In the event of a default by the Grantee under Section 7.01 (a) and (b) of the Agreement (that is, that Grantee has (a) suffered or permitted a Transfer to occur or (b) caused or permitted the any portion of the Site or Improvements thereon to be devoted to a purpose other a community garden or open space), the Grantor shall have an exclusive right to repurchase the Site from the Grantee for the Purchase Price, without adjustment for inflation or other factors (the "Exclusive Right of Repurchase), pursuant to Section 7.02(a) of the Agreement.

[Remainder of page left blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate this _____ day of _____, 2010.

Authorized by Agency Resolution No. __-2010, adopted _____, 2010.

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By:_____
Amy Lee
Deputy Executive Director
Finance and Administration

FORM APPROVED:

By:_____
Albert J. Luis
Secretary

By:_____
James B. Morales
Agency General Counsel

Agency Development Services
Division Approval:

GRANTEE:

Tenant's and Owner's Development Corporation, Inc., a California nonprofit public benefit corporation

_____
Tracie Reynolds
Development Services Manager

By:_____

Its:

EXHIBIT "A"

Property Legal Description

All that certain real property situated in the City and County of San Francisco, State of Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

All that certain real property bounded on the Southwest by the Northwesterly line of Lapu-Lapu Street; on the Northwest by the Southeasterly boundary of the parcels of land described in the Deeds to Tenant's and Owner's Development Corporation, a California non-profit public benefit corporation, recorded December 12, 1986, Series No. D-912110, and to Folsom-ADCO Associates, a California limited partnership, recorded November 12, 1987, Series No. E-087197; on the Northeast and Southeast by the parcel of land described in the Deed to Building Enterprises, Ltd., a partnership, recorded February 28, 1975, Series No. X-51869, and said Deed to Folsom-ADCO Associates (Series No. E-097197).

Being a portion of 100 Vara Block No. 365 and portions of former Ritch Street, formerly Clara Street, formerly Eliza Place and formerly Shipley Street, vacated by Resolution No. 1015-74, adopted on December 23, 1974, by the Board of Supervisors of the City and County of San Francisco, State of California.

APN: LOT 173; BLOCK 3751

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On _____ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

(Seal)

ATTACHMENT 5

Form of Notice of Exclusive Right of Repurchase

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

WHEN RECORDED, MAIL TO:

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

Assessor's Block 3751, Lot 173
Lapu Lapu Street, San Francisco CA
(Commonly known as Alice Street Gardens)

Space Above This Line Reserved for Recorder's Use

NOTICE OF EXCLUSIVE RIGHT OF REPURCHASE

This NOTICE OF EXCLUSIVE RIGHT OF REPURCHASE is made pursuant to a Disposition and Development Agreement by and between the REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic of the State of California (the "Agency"), and TENANT'S AND OWNER'S DEVELOPMENT CORPORATION INC., a California nonprofit public benefit corporation (the "Owner"), dated _____, 2010 (the "Agreement"),which conveyed 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 "Property"). All capitalized terms used in this Notice of Exclusive Right of Repurchase are either defined herein or are as defined in the Agreement.

The Agency and the Owner hereby serve notice as follows:

WITNESSETH:

WHEREAS, the Owner is the owner of the Property, and has granted the Agency an exclusive right of repurchase pursuant to Section 7.02 (a) of the Agreement (the "Exclusive Right of Repurchase"), which entitles the Agency to have an Exclusive Right to Repurchase the Property from the Owner for the Purchase Price, without adjustment for inflation or other factors upon Owner's default under Section 7.01 (a) and (b) of the Agreement; and

WHEREAS, upon Owner's default under Section 7.01 (a) and (b) of the Agreement, the Agency shall inform the Owner in writing of such default and exercise its Exclusive Right of Repurchase by immediately recording this Notice of Exclusive Right of Repurchase; and

WHEREAS, upon written notification of the recordation of this Exclusive Right of Repurchase to the Owner by the Agency, the Owner shall close escrow on the Property, pursuant to all provisions in the Agreement, within 45 days of recordation of this Exclusive Right of Repurchase; and

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

[Remainder of Page Left Blank]

IN WITNESS HEREOF, the Agency and the Owner have executed this Notice of Exclusive Right of Repurchase this _____ day of _____, 2010.

Authorized by Agency Resolution
No. ____, adopted, _____, 2010.

FORM APPROVED:

By _____
James B. Morales
Agency General Counsel

AGENCY DEVELOPMENT SERVICES DIVISION APPROVAL:

By _____
Tracie Reynolds, Manager
Development Services Division

AGENCY:

The Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic

By _____
Amy Lee
Deputy Executive Director
Finance and Administration

By _____
Albert J. Luis
Assistant Secretary

OWNER:

TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, INC.,
a California nonprofit public benefit corporation

By:_____

Its:

EXHIBIT "A"

Property Legal Description

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

All that certain real property bounded on the Southwest by the Northwesterly line of Lapu-Lapu Street; on the Northwest by the Southeasterly boundary of the parcels of land described in the Deeds to Tenant's and Owner's Development Corporation, a California non-profit public benefit corporation, recorded December 12, 1986, Series No. D-912110, and to Folsom-ADCO Associates, a California limited partnership, recorded November 12, 1987, Series No. E-087197; on the Northeast and Southeast by the parcel of land described in the Deed to Building Enterprises, Ltd., a partnership, recorded February 28, 1975, Series No. X-51869, and said Deed to Folsom-ADCO Associates (Series No. E-097197).

Being a portion of 100 Vara Block No. 365 and portions of former Ritch Street, formerly Clara Street, formerly Eliza Place and formerly Shipley Street, vacated by Resolution No. 1015-74, adopted on December 23, 1974, by the Board of Supervisors of the City and County of San Francisco, State of California.

APN: LOT 173; BLOCK 3751

ATTACHMENT 6

Form of Declaration of Site Restrictions

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

WHEN RECORDED, MAIL TO:

Redevelopment Agency of the
City and County of San Francisco
One South Van Ness Avenue
San Francisco, CA 94103

Attention: Real Estate & Development Services

Assessor's Block 3751, Lot 173
Lapu Lapu Street, San Francisco CA
(Commonly known as Alice Street Gardens)

Space Above This Line Reserved for Recorder's Use

DECLARATION OF SITE RESTRICTIONS

These Conditions, Covenants and Restrictions affect property located on Lapu Lapu Street at its intersection with Bonefacio Street, , Assessor's Block 3751, Lots 173 (the "Property") located within the Yerba Buena Center 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 _____ 2010, by and between TENANT'S AND OWNER'S DEVELOPMENT CORPORATION INC., a California non-profit public benefit corporation, (the "Declarant"), by and on behalf of itself and its successors-in-interest who own any portion of the Property (singly referred to as the "Owner" and collectively referred to as the "Owners") and the Redevelopment Agency of the City and County of San Francisco (the "Agency").

W I T N E S S E T H

WHEREAS, the Declarant owns the Property, which is located in the Yerba Buena Center Redevelopment Project Area ("Project Area") in the City and County of San Francisco, State of California, covered by the Yerba Buena Center Redevelopment Plan (the "Redevelopment Plan") approved by the Board of Supervisors of the City and County of San Francisco by Ordinance No. 98-66 adopted on April 25, 1966, as amended by; (i) Ordinance No. 201-71, adopted July 26, 1971; (ii) Ordinance No. 393-73, adopted October 9, 1973; (iii) Ordinance No. 386-76, adopted September 13, 1976; (iv) Ordinance No. 367-77, adopted August 8, 1977; (v) Ordinance No. 420-79, adopted August 13, 1979; (vi)

Ordinance No. 538-81, adopted November 2, 1981; (vii) Ordinance No. 477-86, adopted December 1, 1986; (viii) Ordinance No. 404-94, adopted November 21, 1994; (ix) Ordinance No. 33-97, adopted January 27, 1997; (x) Ordinance No. 263-00, adopted on October 10, 2000; (xi) Ordinance No. 211-03, adopted on August 12, 2003; (xii) Ordinance No. 1-05, adopted on January 4, 2005; and (xiii) Ordinance No. 256-09, adopted on December 8, 2009, providing for the clearance, redevelopment, and rehabilitation of certain lands in the Project Area and the future uses of such land.

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 insure 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 insure 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 Declarant 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 Declarant hereby declares that the real property described and referred to in Section 1 hereof, is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions and restrictions, hereinafter set forth:

1. Property Subject to this Declaration

The real property 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 (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 by Reference

The Redevelopment Plan for the Project Area has been filed in the office of the Recorder of the City

and County of San Francisco (the "Official Records"). Said Redevelopment Plan, as so amended, is hereafter referred to as "the Redevelopment Plan" in the Official Records.

Each and every term, condition, and provision set forth in said Redevelopment Plan and Disposition and Development Agreement between the Declarant and Agency dated _____, 2010 (the "Agreement") is 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. Maintenance

All buildings and improvements constructed in the 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.

4. Nondiscrimination Provisions

There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, national origin, ancestry, sex, age, gender identity, disability including AIDS or HIV status, marital or domestic partner status, or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises subject to this Declaration, nor shall any grantee or any claiming through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises described. All deeds, leases, subleases, or contracts shall contain or shall be deemed to contain a covenant by the grantee, and his or her heirs, executors, administrators and assigns to the above effect.

5. Transfers and Mortgages

There shall be (a) no sale, assignment, transfer, conveyance or encumbrance associated with any portion of the Site in violation of Article 6 of the Agreement or (b) mortgage, encumbrance or liens on any portion of the Site.

6. Use of the Site

The Site and the Improvements thereon shall be devoted only to use as a community a garden or other form of community open space for use by Project Area residents.

7. General Provisions

a. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011; except that the covenants contained in Sections 4, 5 and 6 hereof shall run in perpetuity. 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 Agency to endeavor immediately to remedy such breach by conference, conciliation and persuasion. In the case of failure to remedy such breach, or in advance thereof, if in the judgment of the Agency circumstances so warrant, said breach shall be enjoined or abated by appropriate proceedings brought by the Agency.

The 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. Variances and Exceptions

Where undue hardships, practical difficulties, or consequences inconsistent with the general purposes of the Redevelopment Plan result from the literal enforcement of the requirements for and limitations on development imposed by the Redevelopment Plan, the Redevelopment Plan provides that the Agency may grant minor variances from the requirements and limitations of the Redevelopment Plan, provided that such minor variances result in substantial compliance with the intent and purpose of the Redevelopment Plan and do not change the land uses of the Redevelopment Plan.

d. Foreclosure and Enforcement of Liens

The provisions of this Declaration do not limit the rights of Mortgagees to foreclose or otherwise enforce any mortgage, deed of trust, or other encumbrance upon the Site, or the rights of such Mortgagees to pursue any remedies for the enforcement of any pledge or lien upon the Site; 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 Site, 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 shall automatically be amended accordingly.

f. Dissolution

In the event that the 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 to any applicable provisions of such laws.

g. Separability of Provisions

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

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

TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, INC.,
a California nonprofit public benefit corporation

By _____

Its:

EXHIBIT "A"

Property Legal Description

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

All that certain real property bounded on the Southwest by the Northwesterly line of Lapu-Lapu Street; on the Northwest by the Southeasterly boundary of the parcels of land described in the Deeds to Tenant's and Owner's Development Corporation, a California non-profit public benefit corporation, recorded December 12, 1986, Series No. D-912110, and to Folsom-ADCO Associates, a California limited partnership, recorded November 12, 1987, Series No. E-087197; on the Northeast and Southeast by the parcel of land described in the Deed to Building Enterprises, Ltd., a partnership, recorded February 28, 1975, Series No. X-51869, and said Deed to Folsom-ADCO Associates (Series No. E-097197).

Being a portion of 100 Vara Block No. 365 and portions of former Ritch Street, formerly Clara Street, formerly Eliza Place and formerly Shipley Street, vacated by Resolution No. 1015-74, adopted on December 23, 1974, by the Board of Supervisors of the City and County of San Francisco, State of California.

APN: LOT 173; BLOCK 3751

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On _____ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

(Seal)

RESOLUTION NO. 42-2010

Adopted April 20, 2010

AUTHORIZING A DISPOSITION AND DEVELOPMENT AGREEMENT WITH TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, FOR THE SALE OF THE PROPERTY KNOWN AS ALICE STREET GARDENS (BLOCK 3751, LOT 173) FOR THE PURPOSE OF PRESERVING IT AS A COMMUNITY GARDEN OR OTHER COMMUNITY OPEN SPACE; YERBA BUENA CENTER REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. Block 3751, Lot 173 is about a half-acre parcel located on Lapu Lapu Street at its intersection with Bonefacio Street (the "Property") in the Yerba Buena Center Redevelopment Project Area (the "Project Area"). It was purchased by the Redevelopment Agency of the City and County of San Francisco (the "Agency") in 1977 with funds from the U.S. Department of Housing and Urban Development's Community Development Block Grant Program ("CDBG") and subsequently cleared for surface parking.

2. Shortly thereafter, during the early 1980s, the Project Area began quickly transforming from an area of dilapidated hotels, commercial and industrial buildings, and open parking lots to a dynamic mixed-use neighborhood with major hotel, office, housing, retail, recreational, entertainment, and cultural uses. This transformation would ultimately include the creation of over 2,500 new housing units in the Project Area. Of these units, more than 1,200 are for low- to moderate-income senior and/or disabled residents.

3. In 1983, in reaction to the rapid pace of urbanization, the Agency leased the Property to Tenant's and Owner's Development Corporation, Inc., a California nonprofit public benefit corporation ("TODCO"), to develop a community garden in order to (i) provide open space for the growing population of Project Area residents and (ii) provide a replacement for Clementina Gardens, which was demolished for construction of the Ceatrice Polite Apartments. TODCO later constructed improvements, funded by the City and County of San Francisco (the "City"), which included raised planting beds, irrigation, and fencing. The gardens, commonly known as Alice Street Gardens, opened in early 1984.

4. In 1988, upon completion of its adjacent Mendelsohn House project, TODCO expanded and made additional improvements to the gardens. At that time, the Agency entered into a new 10-year lease with TODCO for the purpose of installing and maintaining the gardens, with an annual rent of $600.00. Upon expiration of the lease in 1998, the lease terms were carried over on a month-to-month basis and are currently still in effect.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that the Executive Director is authorized to enter into a Disposition and Development Agreement with Tenant's and Owner's Development Corporation, Inc., a California nonprofit public benefit corporation, for the sale of the property commonly known as Alice Street Gardens for the purpose of preserving it as a community garden or other community open space in the Yerba Buena Center Redevelopment Project Area, substantially in the form lodged with the Agency General Counsel, and to enter into any and all ancillary documents or take any additional actions necessary to consummate the transaction.

APPROVED AS TO FORM:

James B. Morales
Agency General Counsel

Exhibit B

Declaration of Site Restrictions

.0227008366

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2010-J103819-00
Acct 26-SFCC Redevelopment Agency
Friday, DEC 17, 2010 08:00:00
Ttl Pd $0.00 Rcpt # 0004055862
REEL K292 IMAGE 0021
ogi/GG/1-7

Free Recording Requested Pursuant to Government Cod
Section 27383 at the Request of the Redevelopment Agenc
of the City and County of San Francisco

WHEN RECORDED, MAIL TO:

Redevelopment Agency of the
City and County of San Francisco
One South Van Ness Avenue
San Francisco, CA 94103

Attention: Real Estate & Development Services

2-1

Assessor's Block 3751, Lot 173
Lapu Lapu Street, San Francisco CA
(Commonly known as Alice Street Gardens)

Space Above This Line Reserved for Recorder's Use

ORIGINAL

DECLARATION OF SITE RESTRICTIONS

These Conditions, Covenants and Restrictions affect property located on Lapu Lapu Street at its intersection with Bonefacio Street, , Assessor's Block 3751, Lots 173 (the "Property") located within the Yerba Buena Center 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 20th day of April 2010, by and between TENANT'S AND OWNER'S DEVELOPMENT CORPORATION INC., a California non-profit public benefit corporation, (the "Declarant"), by and on behalf of itself and its successors-in-interest who own any portion of the Property (singly referred to as the "Owner" and collectively referred to as the "Owners") and the Redevelopment Agency of the City and County of San Francisco (the "Agency").

WITNESSETH

WHEREAS, the Declarant owns the Property, which is located in the Yerba Buena Center Redevelopment Project Area ("Project Area") in the City and County of San Francisco, State of California, covered by the Yerba Buena Center Redevelopment Plan (the "Redevelopment Plan") approved by the Board of Supervisors of the City and County of San Francisco by Ordinance No. 98-66 adopted on April 25, 1966, as amended by; (i) Ordinance No. 201-71, adopted July 26, 1971; (ii) Ordinance No. 393-73, adopted October 9, 1973; (iii) Ordinance No. 386-76, adopted September 13, 1976; (iv) Ordinance No. 367-77, adopted August 8, 1977; (v) Ordinance No. 420-79, adopted August 13, 1979; (vi) Ordinance No. 538-81, adopted November 2, 1981; (vii) Ordinance No. 477-86, adopted December 1, 1986; (viii) Ordinance No. 404-94, adopted November 21, 1994; (ix) Ordinance No. 33-97, adopted January 27, 1997; (x) Ordinance No. 263-00, adopted on October 10, 2000; (xi) Ordinance No. 211-03, adopted on August 12, 2003; (xii) Ordinance No. 1-05, adopted on January 4, 2005; and (xiii) Ordinance No. 256-09, adopted on December 8, 2009, providing for the clearance, redevelopment, and rehabilitation of certain lands in the

Project Area and the future uses of such land.

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 insure 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 insure 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 Declarant 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 Declarant hereby declares that the real property described and referred to in Section 1 hereof, is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions and restrictions, hereinafter set forth:

1. Property Subject to this Declaration

The real property 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 (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 by Reference

The Redevelopment Plan for the Project Area has been filed in the office of the Recorder of the City and County of San Francisco (the "Official Records"). Said Redevelopment Plan, as so amended, is hereafter referred to as "the Redevelopment Plan" in the Official Records.

Each and every term, condition, and provision set forth in said Redevelopment Plan and Disposition and Development Agreement between the Declarant and Agency dated April 20, 2010 (the "Agreement") is 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. Maintenance

All buildings and improvements constructed in the 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.

4. Nondiscrimination Provisions

There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, national origin, ancestry, sex, age, gender identity, disability including AIDS or HIV status, marital or domestic partner status, or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises subject to this Declaration, nor shall any grantee or any claiming through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises described. All deeds, leases, subleases, or contracts shall contain or shall be deemed to contain a covenant by the grantee, and his or her heirs, executors, administrators and assigns to the above effect.

5. Transfers and Mortgages

There shall be (a) no sale, assignment, transfer, conveyance or encumbrance associated with any portion of the Site in violation of Article 6 of the Agreement or (b) mortgage, encumbrance or liens on any portion of the Site.

6. Use of the Site

The Site and the Improvements thereon shall be devoted only to use as a community a garden or other form of community open space for use by Project Area residents.

7. General Provisions

a. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2011; except that the covenants contained in Sections 4, 5 and 6 hereof shall run in perpetuity. 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 Agency to endeavor immediately to remedy such breach by conference, conciliation and persuasion. In the case of failure to remedy such breach, or in advance thereof, if in the judgment of the Agency circumstances so warrant, said breach shall be enjoined or abated by appropriate proceedings brought by the Agency.

The 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. Variances and Exceptions

Where undue hardships, practical difficulties, or consequences inconsistent with the general purposes of the Redevelopment Plan result from the literal enforcement of the requirements for and limitations on development imposed by the Redevelopment Plan, the Redevelopment Plan provides that the Agency may grant minor variances from the requirements and limitations of the Redevelopment Plan, provided that such minor variances result in substantial compliance with the intent and purpose of the Redevelopment Plan and do not change the land uses of the Redevelopment Plan.

d. Foreclosure and Enforcement of Liens

The provisions of this Declaration do not limit the rights of Mortgagees to foreclose or otherwise enforce any mortgage, deed of trust, or other encumbrance upon the Site, or the rights of such Mortgagees to pursue any remedies for the enforcement of any pledge or lien upon the Site; 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 Site, 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 shall automatically be amended accordingly.

f. Dissolution

In the event that the 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 to any applicable provisions of such laws.

g. Separability of Provisions

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

IN WITNESS WHEREOF, the undersigned has executed this instrument effective on April 20, 2010.

TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, INC.,
a California nonprofit public benefit corporation

By: _____
John Elberling
Its:

STATE OF CALIFORNIA }
}ss.
COUNTY OF SAN FRANCISCO}

On April 15, 2010, before me, Alma D. Basurto, Notary Public, personally appeared John Elberling, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alma D. Basurto

ALMA D. BASURTO
Commission # 1762204
Notary Public - California
San Francisco County
My Comm. Expires Aug 18, 2011

OPTIONAL

Description of Attached Document

Title or Type of Document: Declaration of Site Restrictions for Assessor's Block 3751, Lot 173

Document Date: April 20, 2010 Number of Pages: _____

Signer(s) Other Than Named Above: _____.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

EXHIBIT "A"

Property Legal Description

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

All that certain real property bounded on the Southwest by the Northwesterly line of Lapu-Lapu Street; on the Northwest by the Southeasterly boundary of the parcels of land described in the Deeds to Tenant's and Owner's Development Corporation, a California non-profit public benefit corporation, recorded December 12, 1986, Series No. D-912110, and to Folsom-ADCO Associates, a California limited partnership, recorded November 12, 1987, Series No. E-087197; on the Northeast and Southeast by the parcel of land described in the Deed to Building Enterprises, Ltd., a partnership, recorded February 28, 1975, Series No. X-51869, and said Deed to Folsom-ADCO Associates (Series No. E-097197).

Being a portion of 100 Vara Block No. 365 and portions of former Ritch Street, formerly Clara Street, formerly Eliza Place and formerly Shipley Street, vacated by Resolution No. 1015-74, adopted on December 23, 1974, by the Board of Supervisors of the City and County of San Francisco, State of California.

APN: LOT 173; BLOCK 3751

Exhibit C

Grant Deed

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

WHEN RECORDED, MAIL TO:

TODCO, Inc.
230 Fourth Street
San Francisco, CA 94103
Attention: John Elberling

This is to certify that this is a true and correct copy of the original document recorded on 12/17/10 at 8:00AM as No. 2010-J103818 in the County of San Francisco
Old Republic Title Company
By _____

Assessor's Block 3751, Lot 173
Lapu Lapu Street, San Francisco CA
(Commonly known as Alice Street Gardens)

Space Above This Line Reserved for Recorder's Use

DUPLICATE

GRANT DEED

The REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic 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 **TENANT'S AND OWNER'S DEVELOPMENT CORPORATION, INC., a California non-profit public benefit corporation**, 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 Disposition and Development Agreement, between the Grantor and the Grantee, dated April 20, 2010, hereinafter referred to as the "Agreement," and the following conditions, covenants and restrictions:

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

(i) 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

(ii) Not devote any portion of the Site or the Improvements thereon to any use other than a community garden or other form of community open space for use by Project Area residents, and

(iii) Not sell, assign, transfer, convey, encumber, lien, or mortgage any portion of the Site without prior written approval of the Grantor pursuant to Section 6.02 of the Agreement.

(2) In the event of a default by the Grantee under Section 7.01 (a) and (b) of the Agreement (that is, that Grantee has (a) suffered or permitted a Transfer to occur or (b) caused or permitted the any portion of the Site or Improvements thereon to be devoted to a purpose other a community garden or open space), the Grantor shall have an exclusive right to repurchase the Site from the Grantee for the Purchase Price, without adjustment for inflation or other factors (the "Exclusive Right of Repurchase), pursuant to Section 7.02(a) of the Agreement.

[Remainder of page left blank]

IN WITNESS WHEREOF, the parties hereto have executed this instrument effective on April 20, 2010.

Authorized by Agency Resolution No. 42-2010, adopted April 20, 2010.

REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By: _____
Amy Lee
Deputy Executive Director
Finance and Administration

FORM APPROVED:

By: _____
James B. Morales
Agency General Counsel

By: _____
Albert J. Luis
Asst. Secretary

Agency Development Services Division Approval:

_____
Tracie Reynolds
Development Services Manager

GRANTEE:

Tenant's and Owner's Development Corporation, Inc., a California nonprofit public benefit corporation

By: _____
John Elberling
Its:

EXHIBIT "A"

Property Legal Description

All that certain real property situated in the City and County of San Francisco, State of Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

All that certain real property bounded on the Southwest by the Northwesterly line of Lapu-Lapu Street; on the Northwest by the Southeasterly boundary of the parcels of land described in the Deeds to Tenant's and Owner's Development Corporation, a California non-profit public benefit corporation, recorded December 12, 1986, Series No. D-912110, and to Folsom-ADCO Associates, a California limited partnership, recorded November 12, 1987, Series No. E-087197; on the Northeast and Southeast by the parcel of land described in the Deed to Building Enterprises, Ltd., a partnership, recorded February 28, 1975, Series No. X-51869, and said Deed to Folsom-ADCO Associates (Series No. E-097197).

Being a portion of 100 Vara Block No. 365 and portions of former Ritch Street, formerly Clara Street, formerly Eliza Place and formerly Shipley Street, vacated by Resolution No. 1015-74, adopted on December 23, 1974, by the Board of Supervisors of the City and County of San Francisco, State of California.

APN: LOT 173; BLOCK 3751

STATE OF CALIFORNIA }
}ss.
COUNTY OF SAN FRANCISCO}

On April 15, 2010, before me, Alma D. Basurto, Notary Public, personally appeared John Elberling, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alma D. Basurto

ALMA D. BASURTO
Commission # 1762204
Notary Public - California
San Francisco County
My Comm. Expires Aug 18, 2011

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant Deed for Assessor's Block 3751, Lot 173

Document Date: April 20, 2010 Number of Pages: _____

Signer(s) Other Than Named Above: _____.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

STATE OF CALIFORNIA }
}ss.
COUNTY OF SAN FRANCISCO}

On August 30, 2010 before me, Alma D. Basurto, Notary Public, personally appeared Amy Lee and Albert J. Luis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alma D. Basurto

ALMA D. BASURTO
Commission # 1762204
Notary Public - California
San Francisco County
My Comm. Expires Aug 10, 2011

OPTIONAL

Description of Attached Document

Title or Type of Document: Grant Deed for Assessor's Block 3751, Lot 173

Document Date: April 20, 2010 Number of Pages: 6

Signer(s) Other Than Named Above: _____.

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____

Signer's Name: _____

Title: _____

Signer is Representing:

_____

_____