

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

**RESOLUTION NO. 07 - 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 INCORPORATED INTO  
THE GRANT DEED, DATED JUNE 27, 2006, BY AND BETWEEN FORMER  
REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO  
AND THE CONTEMPORARY JEWISH MUSEUM**

WHEREAS, Redevelopment Dissolution Law requires successor agencies to “dispose of assets and properties of the former redevelopment agency as directed by the oversight board.” Cal. Health and Safety Code § 34177 (e). The oversight board may “direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as. . . to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset.” Cal. Health & Safety Code § 34181 (a).; and,

WHEREAS, Recently, 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 "**OCH**") became aware of certain restrictive covenants running with the land on real property formerly owned by the Redevelopment Agency of the City and County of San Francisco ("**Former Agency**"). These covenants had established interests in favor of the Former Agency, but had not previously been disposed of or transferred; and,

WHEREAS, The Redevelopment Agency of the City and County of San Francisco ("**Former Agency**"), as part of its implementation of the Yerba Buena Center Redevelopment Plan, approved a Disposition and Development Agreement, dated November 14, 1995 (the "**Original DDA**") with The Jewish Museum San Francisco, a California nonprofit public benefit corporation, for the purchase and development of a museum on a site in the Yerba Buena Center Redevelopment Project Area that included a historic brick power station, known as the “Jessie Street Substation,” which is designated in the San Francisco Planning Code as Landmark No. 87 effective July 9, 1977, Planning Code, Appendix A to Article 10 (the "**Museum Site**"); and,

- WHEREAS, The Former Agency amended the Original DDA and entered into an Amended and Restated Disposition and Development Agreement, dated August 2, 2005 (“**Amended and Restated DDA**”) with the Contemporary Jewish Museum (“**CJM**”), the successor to the Jewish Museum of San Francisco for development of the Museum Site. The Amended and Restated DDA contained a number of restrictive covenants that limited use of the Museum Site, including covenants that required that the property be used for museum-related purposes. (“**Restrictive Covenants**”). The Former Agency and its successors and assigns were beneficiaries of the Restrictive Covenants; and,
- WHEREAS, The disposition of the Museum Site to the CJM was accomplished via a Grant Deed, dated June 27, 2006, that transferred fee title from the Former Agency to the CJM (“**Grant Deed**”) subject to the Restrictive Covenants in the DDA; and,
- WHEREAS, In June 2008, the CJM completed its improvements and began operations on the Museum Site as a non-collecting museum; and,
- WHEREAS, 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 initially transferred to the Successor Agency, which assumed all of the authority, rights, powers, duties, and obligations of the Former 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 Museum Site to a museum is a governmental purpose and the City and County of San Francisco (“City”) is the appropriate public jurisdiction to enforce the use restriction and determine the future land use of the Museum Site. Health & Safety Code §34181(a); and,
- WHEREAS, The Successor Agency proposes an assignment and assumption agreement and quitclaim deed to transfer to the City all of the Successor Agency’s beneficial interests as a beneficiary of the Restrictive Covenants; and,

WHEREAS, Authorizing an assignment and assumption agreement and quitclaim deed 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 Covenant to the City as a real estate asset used for a governmental 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

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 3706, Lot 117 (Portion)

Situs: Contemporary Jewish Museum

### **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 August 2, 2005, Assignor's predecessor in interest, the Redevelopment Agency of the City and County of San Francisco (the "**Former Agency**") and the Contemporary Jewish Museum ("**CJM**") entered into an Amended and Restated Disposition and Development Agreement (recorded June 29, 2006 in the Official Records as Instrument No. I202462) (the "**DDA**"), pursuant to which the Former Agency agreed to transfer certain real property (the "**Museum Site**") to CJM subject to those covenants, conditions, and restrictions defined in Article 7 of the DDA;
- B. Pursuant to a grant deed dated June 27, 2006, recorded in Official Records on June 29, 2006 as document number I202463-00, a copy of which is attached hereto as **Exhibit A** (the "**Grant Deed**"), the Former Agency transferred its rights in the Museum Site to CJM, which transfer was subject to, among other things, the restrictive covenants set forth in Section 7 of the DDA, a copy of which is attached hereto as **Exhibit B**, ("**Section 7**") . The restrictive covenants in the DDA (including in Section 7) and in the Grant Deed are referred to collectively herein as the "**Restrictive Covenants**;"

- C. The Restrictive Covenants required, among other things, that “the [Museum] Site and the Improvements thereon shall be used only as a Museum with ancillary and incidental commercial/retail uses related to the Museum” in accordance with the operating covenants and other requirements set forth in the DDA. (DDA, Section 7.01.3 (a)) (the “Museum Use Restriction”);
- D. The DDA states that the Restrictive Covenants are “binding for the benefit and in favor of” the Former Agency as well as Former Agency’s successors and assigns (DDA, Section 7.05.1). The DDA, however, provides that only the Former Agency is the beneficiary of the Museum Use Restriction and deems the City as the beneficiary only of the broader use restrictions under the Redevelopment Plan and the Declarations of Restrictions applicable to the entirety of the Yerba Buena Center Redevelopment Project Area. See DDA, Sections 7.05.1 (providing the Former Agency as the beneficiary of all covenants in [Section 7 of the DDA]” but limiting “the City as beneficiary of all covenants set forth in Section 7.01.1 (a) [Redevelopment Plan] and (c) [Project Area Declaration of Restrictions] and Section 7.02 [Nondiscrimination].” The Grant Deed similarly states that the Former Agency and the City are beneficiaries “as to the covenants provided in the [DDA]” . . . “both for and in their own right and also for the purposes of protecting the interest of the community.” (Grant Deed, Section 3.2). Accordingly, the Museum Use Restriction remains solely under the Successor Agency’s authority, but the Redevelopment Dissolution Law has significantly curtailed that authority and requires transfer of real estate assets, such as beneficial interests in restriction use covenants.
- E. The benefits of the Restrictive Covenants, including the right to enforce the terms thereof, are not appurtenant to any particular parcel of property and therefore are assignable to third parties;
- F. Section 3.2 of the Grant Deed states that:

it is intended and agreed that [Former Agency] and City and their respective successors and assigns, as to the covenants provided in the [DDA] . . . shall have the right, in the event of any breach of any and all of such covenants to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proceedings to enforce the curing of any breach of said covenants or the prevention of any threatened breach of said covenants, to which such beneficiary or any other beneficiaries of such covenants may be entitled.
- G. 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 4170 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;
- H. All of the Former Agency’s remaining assets, including, without limitation, all real property, and all rights, obligations and liabilities of the Former Redevelopment Agency were transferred to the Successor Agency; and

- I. 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].
- J. Successor Agency, as successor in interest to the Former Agency, and City wish to enter into this Assignment and Assumption Agreement ("**Assignment**") to transfer all of Successor Agency's interests as a beneficiary of the Restrictive Covenants to City as further set forth in the Grant Deed and the DDA.

### **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 Assignment, and the individual signing the Assignment 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 Assignment 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 Assignment shall be litigated in courts located within the County of San Francisco, State of California.
6. Entire Agreement. This Assignment contains the entire agreement between the parties with respect to the subject matter hereof. This Assignment supersedes any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter. No prior drafts of this Assignment or changes from those drafts to the executed version of this Assignment 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 Assignment.
7. Counterparts. This Assignment 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 Assignment as of the date set forth below.

**ASSIGNOR:**

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

By: \_\_\_\_\_  
Thurston Kaslovsky  
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**

**Grant Deed**

**Exhibit B**

**Section 7 of the DDA**

**Exhibit C**

**Form of Quitclaim Deed**