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 "S**uccessor Agency**," commonly known as the Office of Community Investment and Infrastructure or "**OCII**") 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

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 Article 7 of the DDA, a copy of which is attached hereto as **Exhibit B**, ("**Article** 7"). The restrictive covenants in the DDA (including in Article 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 [Article 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 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;

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 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

Grant Deed

ORIGINAL

FREE RECORDING 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:

The Contemporary Jewish Museum
282 Second Street, Second Floor
San Francisco, California 94105
Attention: Executive Director

WITH A COPY TO:

Redevelopment Agency of the
City and County of San Francisco
One South Van Ness Avenue
San Francisco, CA 94103
Attn: Real Estate Division

CTC # 3560452NC/6045808
Assessor's Block 3706, Lot 117 (Portion)
Lot 276 (PARCEL A)
222-226 JESSIE STREET

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2006-I202463-00
Acct 1-CHICAGO Title Company
Thursday, JUN 29, 2006 12:50:21
Ttl Pd $ Nbr-0003025889
REEL J172 IMAGE 0578
ete/JL/1-9

DOCUMENTARY TRANSFER TAX = SEE SEPARATE DECLARATION
☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.
the undersigned
Signature of declarant or agent determining tax - firm name

GRANT DEED

(Agency Disposition Parcel CB-1-JSS)

The REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, of the State of California ("Grantor" or "Agency"), acting to carry out a redevelopment plan under the Community Redevelopment Law of California, hereby GRANTS to THE CONTEMPORARY JEWISH MUSEUM , a California nonprofit public benefit corporation ("Grantee"), certain real property situated in the City and County of San Francisco ("City"), State of California, the real property more particularly described in Exhibit A attached hereto;

1.0 GRANT: The real property conveyed by this Grant Deed consists of Grantor's disposition parcel CB-1-JSS, a portion of Lot 117 of Assessor's Block 3706, located at the north side of Mission Street and bounded by Stevenson Street, Mission Street, Third Street, and Fourth Street in the Project Area and appurtenant easements, as particularly described in Exhibit A (the "Property").

2.0 THIS GRANT IS SUBJECT TO THE FOLLOWING:

2.1 The Redevelopment Plan for the Yerba Buena Center Approved Redevelopment Project Area D-1 ("Project Area"), as approved by Ordinance No. 98-66 of

the Board of Supervisors of the City, adopted April 25, 1966, and recorded July 21, 1966, at Series No. P-03937, Official Records; as amended by (a) Ordinance No. 201-71, adopted July 26, 1971, and recorded August 18, 1971, as Instrument No. U-11274, Official Records; (b) Ordinance No. 393-73, adopted October 9, 1973, recorded December 27, 1973, Instrument No. W-40397, Official Records; (c) Ordinance No. 386-76 adopted September 13, 1976, recorded October 8, 1976, As Instrument No. Z-031462, Official Records; (d) Ordinance No. 367-77, adopted August 8, 1977, recorded November 23, 1977, As Instrument No. A-48452, Official Records; (e) Ordinance No. 420-79, adopted August 13, 1979, recorded October 16, 1979, As Instrument No. C-036946, Official Records; (f) Ordinance No. 538-81, adopted November 2, 1981, recorded January 15, 1982, As Instrument No. D-164784, Official Records; (g) Ordinance No. 477-86, adopted December 1, 1986, recorded February 29, 1988, as Instrument No. E-135921, Official Records; (h) Ordinance No. 404-94, adopted November 21, 1994, recorded July 17, 1995, As Instrument No. F-816258, Official Records, (i) Ordinance No. 33-97, adopted January 27, 1997, recorded May 5, 1997, as Instrument No. No. G-156439, Official Records; (j) Ordinance No. 236-00, adopted October 10, 2000, recorded September 29, 2003, As Instrument No. Document No. H-550516, Official Records; and (k) Ordinance No. 1-05, adopted on January 8, 2005, (collectively the "Redevelopment Plan").

2.2 The covenants, conditions, restrictions and easements contained in the Declaration of Restrictions executed by Grantor, dated December 9, 1966, and recorded December 13, 1966 in Book B103, Page 210, Official Records, As Instrument No. P-30087 ("Declaration of Restrictions").

2.3 The Amended and Restated Disposition and Development Agreement dated as of August 2, 2005, executed pursuant to the Redevelopment Plan by and between the Agency and Grantee (the "Agreement"), recorded in the Official Records As Instrument No. I202462 on June 29, 2006, immediately prior to the delivery and recordation of this Grant Deed.

2.4 The covenants, conditions, restrictions and easements contained in the Amended and Restated Construction, Operation and Reciprocal Easement Agreement and Agreement Creating Liens dated March 31, 1998, by and among CB-1 Entertainment Partners LP, YBG Associates LLC, and the Agency, and recorded in the office of the San Francisco Recorder on April 7, 1998, at Reel H106, Image 579, Series No. 96- G331392; as amended by the First Amendment to Amended and Restated Construction, Operation and Reciprocal Easement Agreement and Agreement Creating Liens between the Agency, CB-1 Entertainment Partners LP, and YBG Associates LLC, dated October 28, 1998, and recorded in the office of the San Francisco Recorder on October 28, 1998, at Reel H250, Image 581, Series No. 98-G458534, (collectively the "CB-1 REA").

2.5 The covenants, conditions, restrictions and easements contained in the Declaration of Reciprocal Easement Agreement (Jewish Museum and Garage Parcels) executed by and between the Agency and Jessie Square Garage Partners, LLC, dated April

28, 2003, and recorded in the office of the San Francisco Recorder on April 29, 2003, Reel I376, Image 0816, as Document No. 2003-H425883-00 (the "Jewish Museum REA").

2.6 The covenants, conditions, restrictions and easements contained in the Certificate of Transfer of TDR, dated October 14, 2004, and recorded in the Office of the San Francisco Recorder on June 30, 2004, at Reel I670, Image 700 as Document No. 755215.

2.7 The covenants, conditions, restrictions and easements contained in the Grant of Easements and Declaration of Restrictions on Grant of Easements (Jewish Museum Exit Stairs) dated January 9, 2004, executed by and between the Agency and Jessie Square Garage Partners LLC, and recorded in the Office of the San Francisco Recorder on April 8, 2005 in Reel I864, Image 011 as Document No. H933695.

3.0 THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS, COVENANTS AND RESTRICTIONS benefiting and burdening the Property that shall be binding on Grantee as well as Grantee's successors and assigns that subsequently acquire an interest in any portion of the Property:

3.1 As to the Property and any improvements constructed or to be constructed thereon and any part thereof (as defined in the Agreement, the "Improvements"), that such Improvements may be altered or changed, devoted, operated, maintained and used only and in strict accordance with the conditions, covenants and restrictions incorporated or contained in this Grant Deed.

3.2 In amplification and not in restriction of the foregoing, it is intended and agreed that Grantor and the City and their respective successors and assigns, as to the covenants provided in the Agreement and this Grant Deed (and the United States, as to the nondiscrimination covenant in Section 7.02 of the Agreement): (a) shall be deemed 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 Grantor, the City or the United States has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such covenants relate; and (b) shall have the right, in the event of any breach of any and all of such covenants 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 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, including, without limitation, restraining orders, injunctions and/or specific enforcement, judicial or administrative.

3.3 The covenants in the Agreement shall remain in effect without limitation as to time; provided, however, that if Grantor becomes the fee owner of the Property, or a portion thereof, whether voluntarily or involuntarily, through the reversion of title by operation of law or by reason of the conditions subsequent contained in this Grant Deed, then all covenants contained in the Agreement and this Grant Deed (except those

contained in Section 7.02 of the Agreement, and the provisions of the Redevelopment Plan and the Declaration of Restrictions, if still in effect) shall terminate and be of no further force or effect as to the Property or the portion thereof of which the Grantor has become the fee owner.

3.4 This conveyance of the Property by Grantor to Grantee is made and accepted, based on the express covenants in the Agreement, the violation of which, as determined by Grantor, including its successors and assigns, shall be conditions subsequent to this Grant Deed that may, at the option of Grantor, cause title to the Property and any Improvements thereon to revert to Grantor; provided, however that Grantor's right to re-enter, repossess, and revert title to the Property; shall be subject to and limited by and shall not defeat, render invalid or limit: (a) any Mortgage, as defined and permitted by the Agreement; or (b) any rights or interests provided in the Agreement for the protection of the mortgagee of such Mortgage.

3.5 At the time of conveyance of this Grant Deed, Grantee delivered to the Title Company (as defined in the Agreement) an executed and acknowledged Reversion Grant Deed for the Property substantially in the form of Attachment 11 of the Agreement. The deposit of such deed has been accompanied by irrevocable escrow instructions substantially in the form of Attachment 17 to the Agreement, directed to the Title Company and signed by Grantee and Grantor. With respect to the indemnification provisions set forth in such instructions, as between the parties hereto, the indemnification obligation shall be borne by the same parties which must share the burden of attorneys' fees as provided in Section 11.22 of the Agreement in the same action out of which such indemnification arises as determined by the court. In the event Grantor believes that Grantor is entitled to declare a breach of the conditions subsequent or declare a default and Grantor wishes to exercise its option to cause title to the Property and the Improvements thereon to revert to Grantor in accordance with the terms of the Agreement, the following procedures apply:

(a) Grantor may, without limiting its remedies under the Agreement thereafter, deliver upon at least twenty (20) days prior notice to the Title Company, instructions to require recordation of the Reversion Grant Deed; provided, however, that Grantor agrees concurrently to send a copy of such notice to Grantee. In no way does the recordation of such Reversion Grant Deed stop or otherwise prevent or inhibit Grantee (whether before or after such recordation) from using legal process to contest the rights of Grantor to cause the recordation of such deed or from otherwise asserting some right, title, claim or interest in or to the Property.

(b) Provided Grantee has received notice from Grantor as provided herein, Grantee must bring any action contesting Grantor's right to record the Reversion Grant Deed within sixty (60) days following the recordation of such deed or Grantee shall be precluded from challenging the action of Grantor.

4.0 Except only as otherwise specifically provided in the Agreement, and without regard to technical classification or designation, legal or otherwise, the conditions, covenants and restrictions set forth or incorporated by reference in this Grant Deed shall be, to the fullest extent permitted by law and equity, binding on Grantee, each of Grantee's successors and assigns as to any portion of the Property, and each party in possession or occupancy of the Property, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof.

5.0 None of the provisions of the Agreement are intended to or shall be merged by reason of this Grant Deed, or by any other conveyance transferring title, or any interest therein, to the Property from Grantor to Grantee or any successor in interest, and this Grant Deed or any other conveyance shall not be deemed to affect or impair the provisions and covenants of the Agreement. Further, if there is any conflict between the provisions of this Grant Deed and the Agreement, it is the intent of the parties and their successors and assigns that the Agreement shall control.

6.0. The covenants, conditions, and restrictions contained or incorporated in this Grant Deed shall be binding upon and inure to the benefit of the successors and assigns of Grantor, Grantee, and any Holder (as defined in the Agreement), and where the term "Grantee" or "Grantor" or "Holder" is used in the Agreement or in this Grant Deed, it shall mean and include their respective successors and assigns, including as to any Holder, any transferee and any successor or assign of such transferee, provided, however, that Grantor shall have no obligation under this Grant Deed to, nor shall any benefit of this Grant Deed accrue to, any unapproved successor or assign of Grantee where Grantor's approval of a successor or assign is required by the Agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate this 27th day of June, 2006.

Authorized by:
Resolution No. 120-2005,
adopted August 2, 2005

GRANTOR:

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

By: _____ 06/27/06
Ayisha J. Benham
Deputy Executive Director
Finance and Administration

By: _____
Albert J. Luis
Agency Assistant Secretary

GRANTEE:

THE CONTEMPORARY JEWISH MUSEUM, a California nonprofit public benefit corporation

By: _____
Constance Wolf
Director and CEO

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

On June 27, 2006, before me, Alma D. Basurto, Notary Public, personally appeared Ayisha J. Benham and Albert J. Luis, personally known to me (or 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

Signature Alma D. Basurto

ALMA D. BASURTO
Commission # 1423663
Notary Public - California
San Francisco County
My Comm. Expires Jun 12, 2007

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ 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 June 27, 2006, before me, Alma D. Basurto, Notary Public, personally appeared Constance Wolf, ~~personally known to me~~ (or 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

Signature Alma D. Basurto

ALMA D. BASURTO
Commission # 1423663
Notary Public - California
San Francisco County
My Comm. Expires Jun 12, 2007

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ 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 Reprcsenting:

_____

_____

Exhibit A

CJM SUBSTATION/PAVILION PARCEL
LEGAL DESCRIPTION

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

TRACT ONE (FEE PARCEL)

"PARCEL A" AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP BEING A SUBDIVISION OF AIRSPACE OF LOT 117, BOOK 43 OF PARCEL MAPS, PAGES 155 AND 156, OFFICIAL RECORDS BEING A PORTION OF ASSESSOR'S BLOCK NO. 3706 ALSO BEING A PORTION OF 100 VARA BLOCK NO. 362 SAN FRANCISCO CALIFORNIA," RECORDED JUNE 27, 2006, AS DOCUMENT NO. 06-I201052-00 IN BOOK NO. 46 OF PARCEL MAPS, PAGES 167-169, INCLUSIVE, OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA (THE "OFFICIAL RECORDS").

TRACT TWO (CB-1 REA)

THOSE CERTAIN EASEMENTS GRANTED TO TRACT ONE AS CONTAINED IN ARTICLES 3.2(1)(A) THROUGH (F), 3.3(1), 3.4(1)(A) THROUGH (G), 3.4(5)(C), 3.5A, 7.9(1)(A) THROUGH (H), AND ARTICLE 10.4, EACH AND ALL AS SET FORTH IN AND PURSUANT TO THE TERMS, COVENANTS AND CONDITIONS OF THAT CERTAIN INSTRUMENT ENTITLED "AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT AND AGREEMENT CREATING LIENS," BY AND BETWEEN YBG ASSOCIATES LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA, A PUBLIC BODY, CORPORATE AND POLITIC, ORGANIZED UNDER THE COMMUNITY REDEVELOPMENT LAW OF THE STATE OF CALIFORNIA, RECORDED ON APRIL, 7, 1998, AS INSTRUMENT NO. G 331392, IN REEL H 106, IMAGE 579, IN THE OFFICIAL RECORDS, AND AS AMENDED BY THAT CERTAIN INSTRUMENT ENTITLED "FIRST AMENDED AND RESTATED CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT AND AGREEMENT CREATING LIENS," RECORDED ON OCTOBER 28, 1998, AS INSTRUMENT NO. G 458534, IN REEL H 250, IMAGE 581, IN THE OFFICIAL RECORDS.

TRACT THREE (GARAGE REA)

THOSE CERTAIN EASEMENTS GRANTED TO TRACT ONE AS CONTAINED IN ARTICLES 3.2(A) THROUGH (B), 3.3(A), 3.4(A) AND 3.5(A) AS SET FORTH IN THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENT AGREEMENT (JEWISH MUSEUM PARCELS), BY AND BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA, A PUBLIC BODY, CORPORATE AND POLITIC, ORGANIZED UNDER THE COMMUNITY REDEVELOPMENT LAW OF THE STATE OF CALIFORNIA, AND JESSIE SQUARE PARTNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED APRIL 29, 2003, AS INSTRUMENT NO. H 425883-00, IN REEL I 376, IMAGE 816, OF THE OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

Exhibit B

Article 7 of the DDA

terms of such sale, and the Agency shall have thirty (30) days within which to accept or decline such offer, and the Mortgage between the Developer and the Mortgagee shall so provide. If such offer is declined, such Mortgagee may sell such interest to the extent permitted hereby within ninety (90) days thereafter, but only on terms not more favorable to its assignee than those offered to the Agency; if such sale is not consummated within such ninety (90) day period, such Mortgagee may not sell such interest without first offering such interest to the Agency as provided in this clause, and the Mortgage between the Developer and such Mortgagee shall so provide.

(3) If upon foreclosure of a Mortgage of the Site, a party other than the Mortgagee thereof, or a designee or controlled subsidiary of such Mortgagee, shall acquire title to the Developer's interest in the Site, the Agency may, at any time within ninety (90) days after such foreclosure, purchase such party's interest in the Site for an amount equal to the sum of (1) the amount paid by such party to acquire such interest and (2) the fees and costs incurred by such party in connection with such acquisition, and the Mortgage between the Developer and such Mortgagee shall so provide.

6.13 Mortgagee Protection Amendments

Provided the Developer is not in Default under the terms of this Agreement, the Agency agrees to cooperate with the Developer to include in this Agreement and/or in the Grant Deed by suitable amendment from time to time any provision acceptable to the Agency in its reasonable discretion which may be required by a proposed Mortgagee to implement the mortgagee protection provisions of this Agreement and/or the Grant Deed.

ARTICLE 7 - COVENANTS PERTAINING TO LAND USES, OPERATIONS AND OTHER MATTERS

7.01 Covenants.

The 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, the 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 7. The provisions hereof are also contained in the Form of Grant Deed, Attachment 10.

7.01.1 General Restrictions.

The Site and the Improvements thereon shall be devoted only to the uses permitted by (a) the Redevelopment Plan, (b) the Jewish Museum REA and the CB-1 REA, (c) the Declaration of Restrictions and (d) this Agreement (collectively the "Permitted Uses").

7.01.2 Use Restrictions Before Completion.

(a) Before. Prior to the completion of the Improvements by the Developer and issuance of the Certificate of Completion by the Agency, the Site shall be used only for the Construction of the Improvements in accordance with this Agreement, including, but not limited to, Attachment 4, the Scope of Development.

7.01.3 Use Restrictions After Completion

(a) Required Museum and Ancillary Permitted Uses. Following the issuance of a Certificate of Completion by the Agency, the Site and the Improvements thereon shall be used only as a Museum with ancillary and incidental commercial/retail uses related to the Museum described in this Section 7.01.03 (collectively the "Ancillary Permitted Uses"), such as a museum retail store and a cafeteria or coffee shop operated by the Developer or on the Developer's behalf or leased to others; provided that any lease to a third party shall be subject to the Agency's prior written approval, which approval shall be limited to the determination that such lease or sublease to a third party for such space is for an Ancillary Permitted Use and states that such lease or sublease is subject to termination, at the Agency's option, upon the Agency's exercise of the Agency's right of termination and right of reentry (as provided for herein) unless Agency determines, in its sole discretion, to authorize inclusion of a nondisturbance agreement for such lease. Ancillary Permitted Uses also include office, storage, teaching, educational, meetings, social events, library, conservation performed for the Museum and third parties, and archives and/or use of the Museum Building and Site by groups to provide a source of income to Developer, provided that such change of use is not inconsistent with the primary Museum use. Any change which the Agency determines to be a material change from the Museum use or the Ancillary Permitted Uses described in this

section shall be deemed to be a Change in Use requiring prior approval by the Agency's Commission.

(b) Operation. The Museum Building shall be opened for operation as the Museum within two hundred forty (240) days following issuance of a Certificate of Completion and thereafter shall be operated primarily as the Museum and for Ancillary Permitted Uses, shall be kept in good condition and repair and shall be open to the general public at usual museum hours, that are no less than the Developer's practices at Developer's existing facilities at 121 Steuart Street, San Francisco, California as of the Effective Date of this Agreement.

(c) The Agency and the Developer acknowledge that the Developer has been constrained in its days of operation and programming due to the limited size of the Developer's existing facilities. Developer anticipates being able to increase its operating hours and the variety of its programming in its new facility at the Site. Among anticipated increases are the offering of programs to the public during certain evenings and an increase in the number of days the Museum will be open to the public to no less than two hundred forty-five (245) days per year. Developer also that it intends to conduct tours of the Museum, including tours for school groups, senior citizens and other such groups. One (1) day each calendar month, the Museum will be open to the public with no charge for admission; provided, however, that the Agency further acknowledges that such "free" day does not apply to special exhibits at Developer's existing facilities.

(d) The Developer shall use its best efforts to keep the Site open continuously, consistent with the Developer's customary museum operating procedures. Operation of the Museum Building may include closing for up to thirty (30) consecutive days at any one time for the changing of exhibits.

(e) The Developer shall provide the Agency with information as to the Museum Building's then current uses upon Agency request.

7.01.4 Substitution of a Comparable Use.

(a) Notwithstanding the foregoing, the Agency shall not withhold its consent unreasonably to a proposed change in use in the Site and Museum Building from a Museum and any other Ancillary Permitted Use to another use ("Change in Use"), provided that the

Agency's Commission reasonably determines that such proposed Change in Use is a use that meets all of the following requirements: (1) a cultural use that provides substantially equivalent benefits for the public and the residents of the Bay Area as would a Museum operated in a manner consistent with this Agreement; (2) a use generally available to the public, as distinguished from being reserved exclusively for private use; (3) the primary nature of the use is a cultural use, as distinguished from a retail or an amusement use and does not constitute a residential, medical, medically related or office use, other than those uses incidental to an otherwise permitted primary use, consistent with the kinds of uses permitted under Section 7.01.2 in connection with the primary use as a Museum; and (4) is of a quality and adopts standards of operation consistent with its location in a first-class, mixed use, urban setting (a "Comparable Use"); and provided further that any such Change in Use shall be consistent with the CB-1 REA and with the terms and conditions of any other governmental approvals necessary to implement such Agency approved Change in Use.

(b) If the Agency Commission authorizes a Change in Use to a Comparable Use in accordance with this Section 7.01.4, then such Change in Use may be carried out by Developer upon the Developer's compliance with any conditions required by the Agency Commission in its approval of such Change in Use and the issuance of any other governmental approvals necessary for such Change in Use, if any.

7.02 Nondiscrimination.

(a) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, sexual orientation, sex, marital status, religion, national origin, ancestry, age, gender or physical disabilities by the 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 the Developer itself (and 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 the Developer shall not be in default of its obligations under this Section 7.02, where there is a judicial action or arbitration involving a bona fide dispute over whether the Developer is engaged in discriminatory practices and the Developer promptly acts to satisfy any judgment or award against the Developer.

(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 or 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 part, directly or indirectly, the nondiscrimination requirements above set forth.

(c) All advertising (including signs) for sale and/or rental of the whole or any part of the Site shall include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

7.03 No Change in Improvements Without Approval.

(a) After completion of the Improvements and the issuance of the Certificate of Completion pursuant to Article 5, no Change in Improvements shall be made on the Site (as defined in Subsection 7.03(b)), unless the Agency's Commission grants express prior written approval for any Change in Improvements and, if obtained, upon such terms and conditions as the Agency may require. Agency approval may be granted or withheld in its reasonable discretion.

(b) "Change in Improvements" is defined as any material alteration, modification, addition and/or substitution of or to the exterior of the Site, the exterior of the Improvements, and the extent and nature of the exterior open space (if any) in the Site from that which has been expressly approved by the Agency pursuant to this Agreement and for which the Agency has issued the Certificate of Completion, and shall include, without limitation, the exterior design, exterior materials and/or exterior color and the matters specified as requiring Agency approval in Section 7.01.3, except for normal repair and maintenance which does not result in a Change. For purposes of the foregoing, "exterior" shall mean and include the roof of the Improvements.

7.04 No Transfers or Mortgages.

There shall be no sale, assignment, transfer, conveyance, encumbrance or Significant Change in violation of Article 8 or Mortgage encumbrances or liens in violation of Article 6.

7.05 Effect, and Duration and Enforcement of Covenants.

7.05.1 Covenants Run with Land.

It is intended and agreed, and the Deed shall provide expressly, that the covenants provided in this Article 7 and those provided in Section 9.03.5 shall be covenants running with the land and that 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, they shall be, to the fullest extent permitted by law and equity, (i) binding for the benefit and in favor of the Agency, as beneficiary of said covenants, the City, as beneficiary of all covenants set forth in Section 7.01.1(a) and (c) and Section 7.02; the United States, as beneficiary of the covenants provided in Section 7.02; and the owner of any other land or of any interest in land in the Project (so long as such land remains subject to the land use requirements and restrictions of the Redevelopment Plan and the Declaration of Restrictions), as beneficiary, as to the covenants provided in Section 7.01.1(a) and (c) and Section 7.02; and their respective successors and assigns; and (ii) binding against the Developer, and 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 7 (except for the covenants provided in Section 7.01.1(a) and (c)) shall remain in effect subject to the termination provisions of Section 7.05.3 without limitation as to time, and the covenants in Section 7.0.1(a) and (c) shall remain in effect for the respective duration of the Redevelopment Plan and the Declaration of Restrictions; provided, however, that such agreements and covenants shall be binding on the 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.

7.05.2 Beneficiaries.

In amplification and not in restriction of the provisions of the preceding Sections and subsections, it is intended and agreed that the Agency, the City and the United States and their respective successors and assigns, as to the covenants provided in this Article 7 of which they are stated to be beneficiaries, shall be deemed 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 the Agency, the City or the United States has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such covenants relate. The Agency, the City, and the United States and their respective successors and assigns shall have the right, in the event of any breach 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 any breach of said covenants or the prevention of any threatened breach of said 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. An owner of land or of any interest in land in the Project shall also have such rights as to the covenants contained in Sections 7.01.1(a) and (c) and 7.02 as shall be permitted by law. These rights and remedies are in addition to, and not in derogation of, the rights and remedies of the Agency set forth in Section 7.05.4.

7.05.3 Termination.

As stated above, the covenants contained in this Article 7 (except for those contained in Section 7.01.1(a) and (c)), shall remain in effect without limitation as to time; provided, however, if the Agency becomes the fee owner of the Site, or a portion thereof, whether voluntarily or involuntarily, through the reversion of title by operation of law or by reason of the conditions subsequent contained in this Agreement or in the Deed to the Site, then the covenants contained in this Article 7 (except those contained in Section 7.02, the Plan and the 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 the Agency has become the fee owner.

7.05.4 Conditions Subsequent.

The conveyance of the Site by the Agency to the Developer is made and accepted upon the express covenants contained in Article 7 which, except for those contained in Section 7.02, also shall be conditions subsequent and which shall be provided for in the Grant Deed. In addition to any other remedies that the Agency may have and at the option of the Agency, the violation of such conditions subsequent which result in an Event of Default shall cause title to the Site and any Improvements thereon to revert to the Agency, which shall have the right of immediate re-entry onto the Site, in the event of any such breach; provided, however, that any such re-entry shall be subject to the provisions of Section 9.03.5. [PJ]

ARTICLE 8 - ASSIGNMENT, TRANSFER AND SIGNIFICANT CHANGE

8.01 Prohibition Against Transfer of the Site, the Improvements and the Agreement; Significant Change.

(a) The Developer shall not make or create or suffer to be made or created any total or partial sale, conveyance, encumbrance (except as permitted by Article 6), assignment, lease (excluding leases, concessions, licenses or permits made in the normal course of operation of a museum pursuant to the uses allowed in this Agreement), option to acquire, any trust or power, or transfer in any other mode or form of this Agreement, the Site or the Improvements thereon, or any part thereof, or any interest therein, or any contract or agreement to do any of the same (collectively, a "Transfer") without the prior written approval of the Agency, except as otherwise permitted specifically by this Agreement. This prohibition shall not be deemed to prevent the execution of the CB-1 REA as to the CB-1 Museum Site.

(b) The Developer shall not suffer or permit a Significant Change (as defined below) to occur without the prior written consent of the Agency, which consent shall not be unreasonably be withheld.

(c) "Significant Change" means any of the following:

(1) A material change in the purpose of Developer as set forth in Developer's Articles of Incorporation, or a change in Developer's museum purposes as a non-profit