EXHIBIT A-1
Legal Description of Agency Property

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:
RECORDING REQUESTED BY AND WHEREUPON
RECORDED RETURN TO:

San Francisco Redevelopment Agency
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Executive Director

This transfer is exempt from Documentary
Transfer Tax pursuant to Section 1105 of the Real
Property Transfer Tax Ordinance (San Francisco
Municipal Code Part III, Section 1105)

GRANT DEED
(Portion of Block 4884, Lot 020)

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public
body, corporate and politic ("Grantor") hereby grants to THE REDEVELOPMENT AGENCY
OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body corporate and politic
("Grantee") all of its right, title and interest in and to that certain real property located in the City
and County of San Francisco, State of California, more particularly described on Exhibit A
attacked hereto and incorporated herein by reference (the "Property"), subject to all easements,
liens and encumbrances of record which affect said real property.

SAID PROPERTY IS BEING TRANSFERRED ON AN "AS IS" BASIS, WITHOUT
ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY,
OF ANY KIND WHATSOEVER BY GRANTOR, EXCEPT ANY EXPRESS
REPRESENTATIONS AND WARRANTIES CONTAINED IN THAT CERTAIN PURCHASE
AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE.

Dated: 04/23/08 2008

GRANTOR:

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a
public body, corporate and politic

By

Mirian Saéz
Interim Executive Director
EXHIBIT A

REAL PROPERTY DESCRIPTION
( Portion of Block 4884 Lot 020)

THE LAND DESCRIBED HEREAFTER IS SITUATED IN CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

The land referred to herein is situate in the State of California, County of San Francisco, City of San Francisco, and described as follows:

BEGINNING at the most easterly corner of Lot 19, as said lot is shown on that certain Parcel Map filed July 22, 2003 in Book 45 of Parcel Maps at Page 154, San Francisco County Records, said corner also being on the northwesterly line of Arelious Walker Drive (formerly Fitch Street ) 84.00 feet wide; thence along the northeasterly line of said Lot 19 and Lot 18 of said Parcel Map, North 53° 16' 25" West, 200.00 feet; thence leaving last said line North 36° 43' 35" East, 640.37 feet to the westerly line of the right of way for the Southern Pacific and Western Pacific Railroad Companies, 200 feet wide as fixed and designated by the Board of Tide Land Commissioners under the Act of March 30, 1868, as said right of way is shown on Block Map No. 9, exhibiting the dimensions of lots and blocks as subdivided and shown on the map prepared by the Board of Tide Land Commissioners in accordance with provisions of Section 4 of said Act, on file in the office of the Surveyor General of the State of California; thence South 1° 45' 30" East 230.31 feet to the Northwesterly line of Egbert Avenue, distant thereon 56.667 feet Northwesterly from the Northwesterly line of Arelious Walker Drive; thence South 36° 43' 35" West 40.04 feet to the center line of Egbert Avenue; thence South 53° 16' 25" East along said center line of Egbert Avenue 31.83 feet to the Westerly line of said 200 foot wide right of way; thence South 1° 45' 30" East 39.92 feet to the Northwesterly line of Arelious Walker Drive, distant thereon 8.809 feet Northeastly from the Southwesterly line of Egbert Avenue; thence running along said Northwesterly line of Arelious Walker Drive South 36° 43' 35" West, 358.80 feet to the POINT OF BEGINNING.

Containing an area of 102,282 square feet, 2.348 acres, more or less.

The basis of bearings for this description is the California Coordinate System, NAD '83 (Epoch 1991.35), Zone 3.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 06/18/2008 before me, Minh T. Ly, Notary Public,

I, Minh T. Ly, Notary Public, hereby certify that

personally appeared Miriam Saez

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 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

PLACED NOTARY SEAL ABOVE

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: Grant Deed

Document Date: 06/18/2008

Number of Pages: Two pages

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

Individual

Corporate Officer — Title(s):

Partner — Limited, General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing:

Signer is Representing:
CERTIFICATE OF ACCEPTANCE

Government Code Section 27281

This is to certify that the interest in real property conveyed by the deed or grant dated [June 15, 2008] from [Housing Authority of the City and County of San Francisco] to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, existing under the laws of the State of California, is hereby accepted by its regularly appointed, qualified and acting Executive Director, on behalf of the Redevelopment Commission of the City and County of San Francisco (the "Commission"), pursuant to the authority conferred by resolution of the Commission, adopted on [May 30, 2008], and the Grantee consents to the recordation thereof, by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunder set my hand this 17th day of June, 2008.

Approved As To Form and Legality:

By: [Signature]

James B. Morales
Agency General Counsel

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

Amy Lee
Deputy Executive Director
Finance and Administration
RESOLUTION NO. 48-2008

Adopted May 20, 2008

AUTHORIZING A PURCHASE AGREEMENT WITH THE SAN FRANCISCO HOUSING AUTHORITY, IN AN AMOUNT NOT TO EXCEED $5,840,000 PLUS RELATED CLOSING COSTS, FOR THE ACQUISITION OF THE REAL PROPERTY LOCATED ON A PORTION OF ASSESSOR’S BLOCK 4884, LOT 020 ON ARELIOS WALKER DRIVE, EAST OF GILMAN AVENUE; BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREA

BASIS FOR RESOLUTION

1. In furtherance of the objectives of the California Community Redevelopment Law (Health and Safety Code Section 33990 et seq.), the Redevelopment Agency of the City and County of San Francisco (“Agency”) undertakes programs for the reconstruction and rehabilitation of slums and blighted areas in the City and County of San Francisco.

2. The San Francisco Housing Authority (“SFHA”) has identified for disposition approximately two acres (“Site”) adjacent to its Alice Griffith housing development located in the Bayview Hunters Point Redevelopment Project Area (“Project Area”).

3. The SFHA Commission adopted a resolution on March 27, 2008 to authorize the submission of an amendment to the Disposition Application to the U.S. Department of Housing and Urban Development (“HUD”), and disposition of the Site at the price of $5,840,000. The value was established in an appraisal dated October 4, 2006. The Agency has confirmed this value with an independent appraisal.

4. SFHA met with the Alice Griffith residents and the residents provided a letter of support regarding the land sale. On April 30, 2008, SFHA applied to HUD for an amendment to the Disposition Application authorizing SFHA to proceed with selling the Site. Close of escrow will be subject to receiving evidence of HUD’s approval of the amendment. Proceeds from the land sale will be used by SFHA to pay costs related to a lawsuit that recently settled.

5. The Agency intends to purchase the Site for uses consistent with the Bayview Hunters Point Redevelopment Plan. The Agency’s acquisition of the Site will assist the Agency in future redevelopment efforts at Candlestick Point as well as the Alice Griffith housing development. The Agency has acquired other properties in the Project Area for the purpose of creating affordable housing with the last purchase being the site at 5600 Third Street.
6. The Site has been used as a parking lot leased on an annual basis to a private entity for San Francisco Forty-Niner football game day parking.

7. The Site has not yet been subdivided and the Agency is working with the Department of Public Works for a survey prior to subdivision. The transaction will be able to close escrow with a legal description.

8. Agency staff met with the Bayview Hunters Point Project Area Committee ("PAC") Housing Development sub-committee on May 1, 2008 and the sub-committee voted to support that the Agency continue considering this acquisition. On May 15, 2008, this item was before the full PAC for its consideration.

9. Authorization of the Purchase Agreement is not a project as defined by the California Environmental Quality Act Guidelines Section 15378. In the absence of a development proposal for the property, review of possible impacts resulting from development of the property is premature and cannot be meaningfully analyzed.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that the Executive Director or his designee is authorized to:

1. enter into a Purchase Agreement with the San Francisco Housing Authority, a public body, corporate and politic, to purchase the Site for an amount not to exceed $5,840,000, plus related closing cost, substantially in the form lodged with the Agency General Counsel; and
2. enter into any and all ancillary documents or take any additional actions necessary to consummate the transaction.

APPROVED AS TO FORM:

[Signature]

James B. Morales
Agency General Counsel
EXHIBIT A-2

Legal Description of SFHA Property

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:

BEGINNING at the point of intersection of the Southwesterly line of Carroll Avenue with the Easterly line of Hawes (NOTE: for the purpose of this description the Southwesterly line of Carroll Avenue is taken to be South 54°28’21” East and all bearings mentioned herein are related thereto); thence South 54°28’21” East along said Southwesterly line of Carroll Avenue 1003.917 feet to a point distant thereon Southeasterly 339.917 feet from the Southeasterly line of Griffith Street, said point also being on the Westerly line of Salt Marsh and Tide Lands, as established by the Board of Tide Land Commissioners under the Act of March 30, 1868; thence South 42°45’30” West along said Westerly line 194.770 feet to the Westerly line of the right of way for the Southern Pacific and Western Pacific Railroad Companies, 200 feet wide as fixed and designated by the Board of Tide Land Commissioners under the Act of March 30, 1868, as said right of way is shown on Block Map No. 9, exhibiting the dimensions of lots and blocks as subdivided and shown on the map prepared by the Board of Tide Land Commissioners in accordance with provisions of Section 4 of said Act, on file in the office of the Surveyor General of the State of California; thence South 2°58’18” East 8,667 feet to the Northeasterly line of Donner Avenue, distant thereon 320 feet 9-1/2 inches Southeasterly from the Southeasterly line of Griffith Street; thence South 35°31’39” West 40.0000 feet to the center line of said Donner Avenue; thence South 54°28’21” East along said centerline 31.771 to the Westerly line of said 200 foot right-of-way; thence South 2°55’54” East 51.082 to the Southwesterly line of Donner Avenue, distant thereon 215 feet 6 inches Northwesterly from the Northwesterly line of Fitch Street; thence South 2°57’26” East 255.500 feet to the Northeasterly line of Egbert Avenue, distant thereon 56 feet 8 inches Northwesterly from the Northwesterly line of Fitch Street; thence South 35°31’39” West 40.044 feet to the center line of Egbert Avenue; thence South 54°28’21” East along said center line of Egbert Avenue 31.835 feet to the Westerly line of said 200 feet right of way; thence South 2°57’26” East 39.905 feet to the Northwesterly line of Fitch Street, distant thereon 8.809 feet Northeasterly from the Southwesterly line of Egbert Avenue; thence running along said Northwesterly line of Fitch Street South 35°31’35” West 388.809 feet to a line parallel with and perpendicularly distant Southwesterly 100.00 feet from the Southwesterly line of Fitzgerald Avenue; thence North .54°28’21” West along said parallel line 1264.00 feet to said Southeasterly line of Hawes Street; thence North 35°31’39 East along said line of Hawes Street 940.88 feet to the point of beginning.

EXCEPTING THEREFROM the parcel of land as described in the deed to the City and County of San Francisco recorded July 20, 1955, in Official Records, Book 6658 at page 572, in the Office of the Recorder of the City and County of San Francisco, State of California.

APN: Lot 020, Block 4884

AND EXCEPTING THEREFROM, the parcel of land as described in the deed to the Redevelopment Agency of the City and County of San Francisco recorded June 18, 2008, in the
EXHIBIT A-3

Legal Description of Port Property

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:
PARCEL A
LEGAL DESCRIPTION
SAN FRANCISCO PORT COMMISSION, EGBERT AVENUE (PORTION)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY AND
COUNTY OF SAN FRANCISCO, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY, INCLUDING TIDS LANDS AND SUBMERGED
LANDS, WHETHER FILLED OR UNFILLED, SITUATE IN THE CITY AND COUNTY OF
SAN FRANCISCO, STATE OF CALIFORNIA, AND BEING A PORTION OF EGBERT
AVENUE (FORMERLY 29TH AVENUE) AS DESIGNATED AND SHOWN ON THAT CERTAIN
MAP ENTITLED "MAP OF THE SALT MARSH AND TIDE LANDS AND LANDS LYING
UNDER WATER SOUTH OF SECOND STREET AND SITUATE IN THE CITY AND COUNTY
OF SAN FRANCISCO", FILED IN MAP BOOK W AT PAGES 46-47, DOCUMENT NUMBER
X45805, IN THE OFFICE OF THE RECORDER OF SAID CITY AND COUNTY OF SAN
FRANCISCO AND AS LOCATED BY RECORD OF SURVEY 7753 FILED IN BOOK EE OF
SURVEY MAPS AT PAGES 232 TO 248 IN THE OFFICE OF THE RECORDER OF THE
CITY AND COUNTY OF SAN FRANCISCO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF
EGBERT AVENUE (FORMERLY 29TH AVENUE) (80 FEET WIDE) AND THE
NORTHWESTERLY LINE OF ARELICOS WALKER DRIVE (FORMERLY F STREET) (80
FEET WIDE), AS SHOWN ON SAID "MAP OF THE SALT MARSH AND TIDE LANDS AND
LANDS LYING UNDER WATER SOUTH OF SECOND STREET AND SITUATE IN THE CITY
AND COUNTY OF SAN FRANCISCO";

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHEASTERLY LINE OF
EGBERT AVENUE (FORMERLY 29TH AVENUE) (80 FEET WIDE), NORTH 53°18'15"
WEST 56.21 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL B, AS SAID
PARCEL B IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP
RECORDED AUGUST 18, 2009, IN BOOK 48 OF PARCEL MAPS, AT PAGE 1, IN
SAID OFFICE OF THE COUNTY RECORDER OF SAN FRANCISCO COUNTY, SAID POINT
ALSO BEING A POINT ON THE EASTERLY LINE OF THE 200 FOOT WIDE RIGHT OF
WAY FOR THE SOUTHERN PACIFIC AND WESTERN PACIFIC RAILROAD COMPANIES AS
SAID RIGHT OF WAY IS SHOWN ON BOARD OF TISE LAND COMMISSIONERS BLOCK
MAP NO. 9 BY G. F. ALLARDT DATED DECEMBER 20, 1869, A COPY OF WHICH IS
FILED IN MAP BOOK W, PAGES 50-52, DOCUMENT X405, IN SAID OFFICE OF THE
RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO;

THENCE, LEAVING SAID 200 FOOT WIDE RIGHT OF WAY, ALONG SAID EASTERLY
LINE OF PARCEL B, THE FOLLOWING THREE (3) COURSES:

1)  SOUTH 36°42'02" WEST 39.79 FEET,

2)  SOUTH 53°17'58" EAST 31.66 FEET, AND
EXHIBIT A-4

Legal Description of City Property

THE LAND REFERRED TO HEREBIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California, the first party, hereby grants to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the City and County of San Francisco, State of California:

COMMENCING at a point on the northeasterly line of Fitzgerald Avenue distant thereon 110 feet southeasterly from the southeasterly line of Griffith Street, running thence southeasterly and along said line of Fitzgerald Avenue 30 feet, thence at a right angle southeasterly 30 feet, thence at a right angle northwesterly 30 feet; thence at a right angle southeasterly 30 feet to the point of commencement, BEING a portion of Lot No. 10 in Block No. 353 Bay View Homestead Association.

IN WITNESS WHEREOF, the first party has executed this conveyance this 13th day of July, 1955.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California.

By /s/ Fred Nelsen
Chairman

By /s/ John Staley
Secretary

STATE OF CALIFORNIA

City and County of San Francisco, ss.

Of the 13th day of July, in the year one thousand nine hundred and fifty-five, before me, Amos V. Negale, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared

Fred Nelsen

and acknowledged to me that he is the Chairman of Housing Authority of the City and County of San Francisco, and that the instrument attached hereto is the true and correct copy of an original which he had before me, and that he executed the same, and acknowledged to me that he executed the same on behalf of the Housing Authority of the City and County of San Francisco.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, the day and year in this certificate first above written.

Amos V. Negale

Notary Public in and for the City and County of San Francisco, State of California.

Certificate of Authentication (107-1100.1)

By /s/ John Staley

September 27, 1955
AUTHORIZING AMENDMENT OF A
PENALTY ON LAND OF
FRANCISCO POINT, NO. 4, CITY OF
STATION.
Resolution No. 19681

WHEREAS, in accordance with the
Resolution No. 19681, the City of
Tenure of Property that the City and
Commission of San Francisco, a narrative
Authority of the City and County of
Provision for a sale or exchange of
San Francisco, has been authorized to
Francisco Point, No. 4, City of
Pump Station, No. 3, City of San
Francisco, is hereby authorized to the
Authority of the City of San Francisco,
Resolution No. 19681, the City of
Ninety-three acres of land,
Commission of San Francisco, No. 4, City
Francisco, is hereby authorized to the
Authority of the City and County of
San Francisco, has been authorized to
Pump Station, No. 3, City of San
Francisco, is hereby authorized to the
Authority of the City of San Francisco,
Resolution No. 19681, the City of
Ninety-three acres of land, C.
Commission of San Francisco, No. 4, City
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Resolution No. 19681, the City of
Ninety-three acres of land, C.
Commission of San Francisco, No. 4, City
Francisco, is hereby authorized to the
Authority of the City of San Francisco,
HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body corporate and politic, organized and existing under and by virtue of the laws of the State of California, hereby grants to City and County of San Francisco, a municipal corporation, for use as public streets, all that certain real property situate, lying and being in the City and County of San Francisco, State of California, described as follows, to wit:

PARCEL 1. BEGINNING at a point on the Southeasterly line of Hawes Street distant thereon North 35° 31' 30" East 202.725 feet from the Northwesterly line of Gilman Avenue (Note — for the purpose of the descriptions for Parcels 1, 2 and 3 the Southeasterly line of Hawes Street is taken be North 35° 31' 30" East and all bearings herein are related thereto); thence Northeasterly along said Southeasterly line of Hawes Street North 35° 31' 30" East 68.907 feet to a point; thence leaving said Southeasterly line and thence Southeasterly along the arc of a curve to the left, the center of which bears North 70° 22' 30" East 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 34° 51', a distance of 5.515 feet; thence South 54° 28' 21" East tangent to the preceding curve 87.124 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 61° 00' a distance of 109.792 feet to Point A hereinafter referred to; thence South 29° 11' 40" East 50.005 feet to a point; thence Southeasterly along the arc of a curve to the left, the center of which bears South 45° 28' 21" East 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 90° 00', a distance of 24.190 feet; thence South 54° 28' 21" East tangent to the preceding course 365.508 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 324 feet, a central angle of 90° 00', a distance of 94.825 feet; thence South 30° 28' 21" East tangent to the preceding course 27.005 feet; thence South 50° 26' 14" West 48.000 feet; thence North 30° 28' 21" West 25.139 feet; thence along the arc of a curve to the left, tangent to the preceding course with a radius of 276 feet, a central angle of 18° 30', a distance of 72.257 feet; thence North 54° 28' 21" West tangent to the preceding curve 421.988 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 106 feet, a central angle of 9° 00', a distance of 16.650 feet; thence North 45° 28' 21" West tangent to the preceding curve 55.426 feet; thence along the arc of a curve to the left, the center of which bears South 45° 28' 21" West 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 45° 51', a distance of 10.715 feet to the point of beginning.

PARCEL 2. BEGINNING at point A as said point A is mentioned in the description of Parcel 1; thence North 44° 31' 39" East 156.160 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 294 feet, a central angle of 9° 00', a distance of 46.181 feet; thence North 35° 31' 30" East tangent to the preceding course 392.228 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 62 feet, a central angle of 90° 00', a distance of 97.339 feet; thence South 46° 31' 30" West tangent to the preceding curve 455.561 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 354 feet, a central angle of 9° 00', a distance of 45.016 feet; thence South 30° 58' 21" East tangent to the preceding curve 143.644 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 304 feet, a central angle of 49° 40', a distance of 164.168 feet; thence South 35° 31' 39"
PARCEL 2. (Cont'd.)

West tangent to the preceding curve 37.088 feet to a line parallel with and perpendicularly distant 100 feet Southwesterly from the former Southwesterly line of Fitzgerald Avenue; thence North 54° 28′ 21″ West along said parallel line 46 feet; thence North 35° 31′ 30″ East 37.088 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 242 feet, a central angle of 6° 24′ 24″, a distance of 27.060 feet to point of reverse curve; thence along the arc of a curve to the left, tangent to the preceding curve, with a radius of 14 feet, a central angle of 81° 24′ 24″, a distance of 10.891 feet; thence North 50° 26′ 14″ East 48.000 feet to a point; thence Easterly and Northwesterly along the arc of a curve to the left, the center of which bears North 50° 31′ 30″ East 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 81° 24′ 24″, a distance of 13.919 feet to point of reverse curve; thence along the arc of a curve to the right, tangent to the preceding curve, with a radius of 242 feet, a central angle of 26° 11′ 13″, a distance of 110.606 feet; thence North 88° 11′ 39″ East tangent to the preceding curve 37.088 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 396 feet, a central angle of 49° 40′, a distance of 308.597 feet; thence North 35° 51′ 30″ East tangent to the preceding curve 271.036 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 90° 00′, a distance of 58.453 feet; thence North 62° 58′ 21″ West tangent to the preceding curve 134.524 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 81° 30′, a distance of 19.914 feet; thence North 50° 26′ 14″ West 48.287 feet to a point; thence Northwesterly along the arc of a curve to the left, the center of which bears North 54° 28′ 21″ West 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 90° 00′, a distance of 21.991 feet; thence North 54° 28′ 21″ West tangent to the preceding curve 42.000 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 14 feet, a central angle of 90° 00′, a distance of 21.991 feet; thence South 55° 31′ 39″ West tangent to the preceding curve 132.000 feet; thence along the arc of a curve to the left, tangent to the preceding course with a radius of 14 feet, a central angle of 90° 00′, a distance of 21.991 feet; thence South 54° 28′ 21″ East tangent to the preceding curve 153.122 feet to a point; thence Easterly, Southerly, Westerly and Northwesterly along the arc of a curve to the right, the center of which bears South 21° 25′ 28″ South 31′ 13″ East from said last mentioned point, with a radius of 44 feet, a central angle of 88° 33′ 18″, a distance of 228.600 feet; thence North 54° 28′ 21″ West 153.122 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 90° 00′, a distance of 21.991 feet; thence South 45° 54′ 29″ West 48.401 feet to point B; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 90° 00′, an arc distance of 21.991 feet; thence South 45° 54′ 29″ West 48.401 feet to point B; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 94 feet, a central angle of 90° 00′, a distance of 147.655 feet; thence North 54° 28′ 21″ East tangent to the preceding curve 341.000 feet; thence South 45° 54′ 29″ West 48.401 feet to the point of beginning.

PARCEL 3. BEGINNING at point B as said point B is mentioned in the description of Parcel 2; thence South 54° 28′ 21″ East 471.217 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 112 feet, a central angle of 90° 00′, a distance of 231.085 feet; thence North 35° 51′ 30″ East tangent to the preceding curve 308.758 feet; thence North 60° 43′ 27″ West 48.287 feet; thence South 55° 31′ 39″ West 305.800 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 94 feet, a central angle of 90° 00′, a distance of 147.655 feet; thence North 54° 28′ 21″ East tangent to the preceding curve 341.000 feet; thence South 45° 54′ 29″ West 48.401 feet to the point of beginning.
IN WITNESS WHEREOF, the Housing Authority of the City and County of San Francisco has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers this 26th day of March, 1964.

ATTEST:

[Signature]

Secretary

(SEAL)

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

By [Signature]

Chairman

APPROVED AS TO FORM:

[Signature]

St. Lee N. Smythe, Chairman

Subscribed and sworn to before me this 26th day of March, 1964.

[Signature]

Karin R. Dune

NOTARY PUBLIC

To and for the City and County of San Francisco Board of Directors

My Commission Expires April 29, 1966

STATE OF CALIFORNIA

City and County of San Francisco

On this 26th day of March in the year one thousand nine hundred and sixty four

before me, Karin R. Dune, a Notary Public, State of California, duly commissioned and sworn, personally appeared

Joseph P. Massola

known to me to be the Chairman

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and seal in the City and County of San Francisco this 26th day and year in which the certificate first above written are executed.

[Signature]

Karin R. Dune

Notary Public, State of California.

April 29, 1966
Pursuant to authority duly vested in me, I, Louis G. Amblert, Jr., Director of the San Francisco Regional Office of the Public Housing Administration, hereby endorse and approve the foregoing conveyance for public street purposes in connection with the development of that certain low-rent housing project known as Project No. 1-1872. This endorsement is made pursuant to the provisions of that certain Declaration of Trust, dated December 1, 1960 executed by the Housing Authority of the City and County of San Francisco, and recorded on December 2, 1960, in the office of the Recorder of the City and County of San Francisco, in Book A12 of Official Records, at page 913.

Louis G. Amblert, Jr., Director
San Francisco Regional Office
Public Housing Administration

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

On this 21st day of March, 1964, before me, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Louis G. Amblert, Jr., known to me to be the Regional Director of the San Francisco Regional Office of the Public Housing Administration described in and that executed the above endorsement and also known to me to be the person who executed the same on behalf of the Public Housing Administration therein named, and he acknowledged to me that said Public Housing Administration executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the City and County of San Francisco the day and year in this Certificate above written.

[Signature]
Notary Public

[Notary's Seal]
CERTIFICATE

I, J. W. Beard, the duly appointed, qualified and acting Secretary of the Housing Authority of the City and County of San Francisco do hereby certify that the attached extracts from the minutes of the adjourned regular meeting of the Authority, held on January 9, 1964, is a true and correct copy of the original minutes of said meeting on file and of record insofar as said original minutes relate to matters set forth in attached extracts.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Authority this 21st day of January, 1964.

[Signature]

(SEAL)
Adjourned Regular Meeting Held:
Thursday, January 9, 1964 - 10:00 A.M.

The Commission of the Housing Authority of the City and County of San Francisco
met in regular session at the office of the Authority, 440 Turk Street, in the
City and County of San Francisco, at 10:00 A.M., on Thursday, January 9, 1964.

1. ROLL CALL:
The Meeting was called to order by the Chairman.

Upon roll call the following members were found to be:

PRESENT:  Commissioner Mazola
          "      "        Lee
          "      "        Gurich
          "      "        Swig

ABSENT:   Commissioner Johnson

The Chairman declared that a quorum was present.

4. REPORT OF SECRETARY:

Commissioner Johnson entered the meeting at 10:25 A.M.

7. NEW BUSINESS:

The following resolution was introduced by Commissioner Swig, read in full
and considered:

RESOLUTION NO. 1402

RESOLUTION AUTHORIZING PERMUTATION OF CERTAIN LANDS
TO THE CITY AND COUNTY OF SAN FRANCISCO AS PUBLIC
STREETS AND AUTHORIZING EXECUTION OF DEED THEREFOR
RE: ALICE GRIFFITH GARDEN PROJECT, CAL 1-18(4).
RESOLUTION NO. 1402

RESOLUTION AUTHORIZING DEDICATION OF CERTAIN LANDS TO THE CITY AND COUNTY OF SAN FRANCISCO AS PUBLIC STREETS AND AUTHORIZING EXECUTION OF DEEDS THEREFOR

WHEREAS, this Authority did on or about the 24th day of February 1950, enter into an agreement with the City and County of San Francisco, known as Municipal Cooperation Agreement, wherein, among other things, this Authority agreed to dedicate for public purposes land which may be owned or acquired by the Authority and which the Authority determines to use for streets and alleys within the boundaries of any low-rent housing project or for the purposes of providing ingress and egress therefrom;

and

WHEREAS, in connection with the development of Alice Griffith Garden Homes Project CAL 1-16(4), this Authority has made arrangements with the Director of Public Works of the City and County of San Francisco for the dedication to the City of certain parcels of land, hereinafter described, within said project for public streets;

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Housing Authority of the City and County of San Francisco:

1. That this Authority deed to the City and County of San Francisco, for use as public streets, all that certain real property situate, lying and being in the City and County of San Francisco, State of California, described as follows, to wit:

PARCEL 1. BEGINNING at a point on the Southeasternly line of Hawes Street distant therefrom North 35° 31' 30" East 302.725 feet from the Northeastely line of Gilman Avenue. (Note: For the purpose of the descriptions for Parcels 1, 2 and 3 the Southeasterly line of Hawes Street is taken to be North 35° 31' 30" East and all bearings herein are related thereto); thence Northwesterly along said Southeasterly line of Hawes Street North 35° 31' 30" East 56.837 feet to a point; thence southerly along said Southeasterly line and running Southeasterly along the arc of a curve to the left, the center of which bears North 70° 22' 30" East 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 84° 51', a distance of 8,315 feet; thence South 54° 28' 21" East tangent to the preceding curve 57.124 feet; thence along the arc of a curve to the left, tangent to the preceding course with a radius of 14 feet, a central angle of 81° 00' a distance of 19,702 feet to Point A hereinafter referred to; thence South 29° 11' 40" East 50.005 feet to a point; thence Southeasterly along the arc of a curve to the left, the center of which bears South 45° 28' 21" East 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 59° 00', a distance of 24.190 feet; thence South 54° 28' 21" East tangent to the preceding curve 355.506 feet; thence along the arc of a curve to the right,
tangent to the preceding course, with a radius of 324 feet, a central angle of 15° 00', a distance of 84,823 feet; thence South 30° 28' 21" West 40,000 feet; thence North 30° 28' 21" West 25,120 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 276 feet, a central angle of 15° 00', a distance of 72,157 feet; thence North 54° 28' 21" East tangent to the preceding curve 421,000 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 196 feet, a central angle of 9° 00', a distance of 16,650 feet; thence North 43° 28' 21" East tangent to the preceding curve 55,420 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 43° 51', a distance of 10,711 feet to the point of beginning.

PARCEL 2. BEGINNING at point A as said point A is mentioned in the description of Parcel 1; thence North 44° 51' 39" East 138,100 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 294 feet, a central angle of 9° 00', a distance of 46,181 feet; thence North 33° 31' 39" East tangent to the preceding curve 392,228 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 324 feet, a central angle of 30° 00', a distance of 45,616 feet; thence South 42° 58' 21" East tangent to the preceding curve 43,944 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 82 feet, a central angle of 8° 30', a distance of 140,970 feet; thence South 35° 31' 39" East tangent to the preceding curve 271,056 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 90° 00', a distance of 19,991 feet; thence North 50° 20' 14" East 48,800 feet to a point; thence easterly and northwesterly along the arc of a curve to the left, the center of which bears North 50° 31' 39" East 14 feet from said last mentioned point; with a radius of 14 feet, a central angle of 81° 15', a distance of 10,910 feet to point of reverse curve; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 242 feet, a central angle of 6° 24' 24", a distance of 37,060 feet to point of reverse curve; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 16 feet, a central angle of 20° 11' 13", a distance of 110,606 feet; thence North 85° 11' 39" East tangent to the preceding curve 21,955 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 356 feet, a central angle of 90° 00', a distance of 108,507 feet; thence North 35° 31' 39" East tangent to the preceding curve 271,056 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 34 feet, a central angle of 98° 30', a distance of 58,451 feet; thence North 55° 28' 21" East tangent to the preceding course 134,224 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 81° 50', a distance of 15,214 feet; thence North 60° 43' 27" West 48,287 feet to a point; thence northwesterly along the arc of a curve to the left, the center of which bears North 64° 28' 21" West 14 feet from said last mentioned point, with a radius of 14 feet, a central angle of 90° 00', a distance of 21,991 feet; thence North 54° 28' 21" West tangent to the preceding curve 421,000 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 90° 00', a distance of 21,991 feet; thence South 35° 31' 39" West tangent to the preceding curve 152,000 feet; thence along the arc of a curve to the left, tangent to the preceding course with a radius of 14 feet, a central angle of 90° 00', a distance of
PARCEL 2. (Cont'd.)

21,991' feet; thence South 54° 28' 21" East tangent to the preceding curve 153.122 feet to a point; thence Easterly, Southernly, westerly and Northwesterly along the arc of a curve to the right, the center of which bears South 21° 25' East 44 feet from said last mentioned point, with a radius of 44 feet, a central angle of 226° 53' 18", a distance of 225,600' feet; thence North 54° 28' 21" West 153.122 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 16 feet, a central angle of 90° 00', a distance of 21,991 feet; thence South 35° 31' 39" West tangent to the preceding curve 175,600' feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 14 feet, a central angle of 90° 00', an arc distance of 21,991 feet; thence South 42° 54' 20" West 48.401 feet to point B hereinafter referred to; thence along the arc of a curve to the left, the center of which bears South 35° 31' 39" West 14 feet from said point B, with a radius of 14 feet, a central angle of 91° 00', a distance of 19,792 feet; thence South 44° 31' 33" West tangent to the preceding curve 158,451' feet; thence North 29° 11' 40" West 50,005' feet to the point of beginning.

PARCEL 3. BEGINNING at point B as said point B is mentioned in the description of Parcel 2; thence South 54° 28' 21" East 347.217 feet; thence along the arc of a curve to the left, tangent to the preceding course, with a radius of 142 feet, a central angle of 90° 00', a distance of 223,033 feet; thence North 55° 31' 50" East tangent to the preceding curve 308,758 feet; thence North 50° 48' 27" West 48.287 feet; thence South 35° 31' 39" West 303.560 feet; thence along the arc of a curve to the right, tangent to the preceding course, with a radius of 94 feet, a central angle of 90° 00', a distance of 147,655 feet; thence North 54° 28' 21" West tangent to the preceding curve 54.000 feet; thence South 42° 54' 20" West 48.401 feet to the point of beginning.

2. That the Chairman or Vice Chairman and Secretary of this Authority be and they hereby are authorized and directed to execute, for and in behalf of this Authority and in its name, a Grant Deed conveying to the City and County of San Francisco, a municipal corporation, all of the real property, hereinabove described, for use as public streets; that the Secretary of this Authority is further authorized to impress the seal of this Authority on said Deed and to deliver the same, together with such other documents or maps as may be required to effectuate this dedication, to said Grantee.

3. That this resolution shall take effect immediately.
Commissioner Swig moved that the foregoing resolution be adopted as introduced and read, subject to approval of Counsel. Commissioner Johnson seconded the motion and upon roll call the "Ayes" and "Nays" were as follows:

**AYES:**
- Joseph P. Mazzola
- Solomon E. Johnson
- T. Kong Lee
- John E. Gurich
- Melvin M. Swig

**NAYS:**
- None

The Chairman thereupon declared said motion carried and aforesaid resolution adopted.

6. ADJOURNMENT:

There being no further business, Commissioner Gurich moved that the meeting adjourn at 11:15 A.M. Commissioner Johnson seconded the motion which upon vote of the Commission was unanimously passed and adopted.

/s/ Joseph P. Mazzola
Chairman

ATTEST:

/s/ Joseph J. Allen
Acting Secretary

N15578
EXHIBIT B

Alice Griffith Site Plan
Block 5 development will move into Phase 3 if financially feasible.
# EXHIBIT C-1
Identification of Phase 1 Demo Buildings and Phase 2 Demo Buildings

## Phase 1 Demo Buildings

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EXHIBIT C-3

Depiction of Agency Transfer Property
EXHIBIT A
ALICE GRIFFITH SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
DRAFT OCTOBER 9, 2014

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 855-0322

Legend:
- AGENCY PROPERTY
- SFHA PROPERTY
- AGENCY TRANSFER PROPERTY

SCALE: 1" = 200'

ALICE GRIFFITH SITE BOUNDARY
SAN FRANCISCO HOUSING AUTHORITY PROPERTY
AGENCY PROPERTY

JOB NO. 1804-030
G11804-030ACAD\EXHIBITS\AG-ILLUSTRATIVE OC11X01-4G PROP TRANS OCR TO SFHA.DWG
EXHIBIT C-4

Depiction of SFHA Transfer Property
EXHIBIT D

Form of License Agreement
FORM OF LICENSE AGREEMENT TO BE NEGOTIATED FOR APPLICABLE USE PRIOR TO EXECUTION

LICENSE AGREEMENT
(Alice Griffith Housing Development)

This LICENSE AGREEMENT (Alice Griffith Housing Development) (this "Agreement") is entered into as of March _, 2014 (the "Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body corporate and politic (the "Authority"), and CP DEVELOPMENT CO., LP, a Delaware limited partnership (the "Developer"). Developer and the Authority are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

REQUITALS

A. The Authority is a public housing authority formed pursuant to California Health and Safety Code section 34200 et seq., and governed by certain regulations promulgated by the United States Department of Housing and Urban Development ("HUD"). The Authority's governing board (the "Authority Commission") is appointed by the Mayor of the City and County of San Francisco, a charter city of the State of California (the "City").

B. The Authority is the owner of the two hundred fifty six (256) residential units at the Alice Griffith public housing development ("Alice Griffith"), located at 207 Cameron Way in San Francisco, California, on real property owned by the Authority more particularly described in the attached Exhibit A (the "Site").

C. The Authority desires to improve the Site and the living conditions for the residents living at the Site and the surrounding area. On February 24, 2010, HUD approved the Authority's request for a noncompetitive procurement in accordance with 24 CFR 85.36(d)(4)(i)(A) and (B), thereby allowing it to contract with Developer for the purpose of completing the demolition, disposition, and mixed-finance development of Alice Griffith.

D. Developer and the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic (the "Agency"), are party to that certain Disposition and Development Agreement (Candlestick Point and Phase 2 of the Hunters Point Shipyard) dated for reference purposes as of June 3, 2010 (as amended and as may be further amended from time to time, the "Agency DDA") for the redevelopment of the Site and certain other real property adjacent to and surrounding the Site (collectively, as more particularly described in the Agency DDA, the "Agency DDA Property").

E. The Authority, the City, and the Agency are party to that certain Memorandum of Understanding for the Proposed Redevelopment of Alice Griffith Public Housing dated as of July 8, 2010 (the "MOU"), which sets forth the respective parties' desire to cooperate in the planning of the proposed redevelopment of the Site in conjunction with the other Agency DDA Property.

F. The Authority, Developer, and McCormack Baron Salazar, Inc., a Missouri corporation ("MBS"), have entered into that certain Exclusive Negotiating Rights Agreement
dated as of October 14, 2010, as amended (the "ENRA"), providing, among other things, the Developer and MBS the exclusive right to negotiate with the Authority for the potential redevelopment of the Site in accordance with the requirements of the Agency DDA and the MOU. Developer and MBS have assigned all of their respective rights and interests under the ENRA to Double Rock Ventures, LLC, a Delaware limited liability company ("DRV").

G. Under Resolution No. 4967 adopted by the Authority Board of Commissioners on February 22, 2001 ("Resolution 4967"), the Authority established a goal that contractors, in conjunction with their subcontractors, hire Authority residents such that Authority residents constitute a minimum of twenty five percent (25%) of the total workforce (calculated by person-hours) on all contracts covered by Resolution 4967.

H. Under the Agency DDA, Developer is required to comply with certain Agency policies, including the Bayview Hunters Point Employment and Contracting Policy, adopted by the Agency Commission on December 4, 2007 under resolution number 127-2007 and as revised under the Agency DDA (the "BVHP ECP"). The BVHP ECP establishes a goal that fifty percent (50%) of construction workforce hires for each trade be qualified BVHP Residents and requires Developer and its contractors and subcontractors to use good faith efforts to cause fifty percent (50%) of its construction workforce hours by trade be performed by qualified BVHP Residents, then residents of the 94123 and 94107 zip code areas, then residents of other existing Agency redevelopment project areas, and then San Francisco Residents with First Consideration to BVHP Residents (all as defined and more particularly described in the BVHP ECP). Alice Griffith residents and other public housing residents are BVHP Residents and are thus given First Consideration under the BVHP ECP.

I. This Agreement provides Developer a limited right to enter certain portions of the Site to perform certain demolition, grading and site preparation work as part of Developer's work on a portion of the Agency DDA Property under the Agency DDA.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals hereof, and the other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Developer agree as set forth below.

Section 1.  Recitals.

The above Recitals are hereby expressly incorporated herein and made a part of this Agreement by this reference.

Section 2.  Purpose.

The purpose of this Agreement is to grant Developer the license described in Section 4 in order to perform and complete certain demolition, grading and site preparation work on the portion of the Site shown on Exhibit B (the "Permitted Area"). The demolition activities
generally consist of abatement and deconstruction of a wood-frame structure on Fitzgerald Avenue (the "Occupied Building"), at-grade demolition of a basketball court and recreation area adjacent to the structure, at-grade demolition of pavement on Fitzgerald Avenue and associated parking areas, at grade demolition of a basketball court with colored finish adjacent to Cameron Way, and demolition of ancillary structures within the community garden area east of Griffith Street. The site grading activities generally consist of clearing and grubbing surface vegetation followed by excavation and placement of engineered fill. The site grading activities within the Permitted Area generally consist of cuts of approximately nine (9) feet and fills of approximately five (5) feet. Developer anticipates that such work shall result in the net export of approximately ten thousand (10,000) cubic yards of soil to be used in conjunction with the redevelopment of the Agency DDA Property. All such work described above, together with such other incidental work as may be necessary for the performance and completion of the foregoing, is collectively referred to as the "Permitted Work".

Section 3. Conditions Precedent.

(a) General Conditions Precedent for Permitted Work. The requirements set forth in this Section 3 are conditions precedent to Developer's entry onto the Permitted Area. Notwithstanding any other provision herein, Developer shall have no right to enter the Permitted Area hereunder unless and until the satisfaction of all such conditions precedent, unless otherwise waived by the Authority. The conditions set forth in this Section 3 are solely for the benefit of the Authority and may only be waived by the Authority pursuant to Section 25. Upon the satisfaction of the conditions set forth in this Section 3 (a), the Developer may enter the Site hereunder; provided however, the Developer shall have no right to demolish the Occupied Building unless and until the Developer has satisfied the additional conditions set forth in Section 3 (b) below.

(i) Building Permit. Developer shall have submitted to the Authority evidence that Developer has obtained all necessary building permits for the Permitted Work.

(ii) Adequate Security to the Authority. Developer shall have submitted to the Authority evidence that the Authority is named as an express beneficiary of the Adequate Security provided to the Agency under and as defined in the Agency DDA with respect to the Sub-Phase (as defined in the Agency DDA) that includes the Permitted Area (the "Applicable Sub-Phase"). The Authority's right to enforce such Adequate Security shall be limited to the Permitted Work (for the avoidance of doubt, on the Permitted Area and such enforcement right shall not extend to any work performed on property other than the Permitted Area). This condition shall apply regardless of any waiver of, or subsequent limitation on, the Adequate Security by the Agency pursuant to the Agency DDA.

(iii) Approval under Agency DDA. Developer shall have submitted to the Authority evidence that Developer has obtained: (i) a Sub-Phase Approval under and as defined in the Agency DDA for the Applicable Sub-Phase, including the approval of the Agency and, to the extent required, the City Entities (as defined in the Agency DDA), for the Permitted Work, and (ii) the right to enter all other real property necessary to undertake the Permitted Work (i.e., a permit to enter or other agreement granting Developer access to lands adjacent to the Permitted Area owned or controlled by the Agency, and the State of California, acting by and
through the California State Lands Commission and the California Department of Parks and Recreation).

(iv) **Insurance.** Developer shall have submitted to the Authority evidence that Developer has complied with all of the requirements of Section 13 that are to be complied with prior to the commencement of the Permitted Work.

(b) **Special Conditions to Commencement of Demolition of the Occupied Building.** Developer acknowledges that Hunters Point Family (the "**Existing Occupant**") occupies a portion of the Occupied Building, and the Developer is obligated to comply with all applicable relocation law requirements regarding the relocation of the Existing Occupant prior to the commencement of the demolition of the Occupied Building, including the preparation of all required plans and the delivery of all notices to the Existing Occupant, and the provision of all relocation assistance and benefits required by California Government Code 7260 et seq, and its implementing regulations (collectively, the "**Relocation Requirements**"). Developer is obligated to comply with the Relocation Requirements under Section 10.3(g) and Section 14.3 of the Agency DDA. In addition to the conditions set forth in Section 3 (a), above, the Developer shall have no right to, and shall not commence or cause any Developer Parties (as defined below) to commence, the demolition of the Existing Building unless and until all of the following have occurred: (i) Developer has complied with the Relocation Requirements for the Existing Occupant, (ii) the Existing Occupant has been relocated to a temporary (or permanent) location, reasonably acceptable to the Authority, Developer, and the Existing Occupant, and (iii) the Authority, Developer and DRV have entered into a master development agreement, or equivalent document, regarding the redevelopment of the Site which shall include (to the extent applicable), among other things, the process for the permanent relocation of the Existing Occupant in accordance with the Relocation Requirements. As between the Authority and Developer, Developer is solely obligated for all costs and obligations imposed by the Relocation Requirements. To the extent applicable, Developer’s obligations shall survive the termination or expiration of this Agreement.

(i) **The Parties acknowledge that the Existing Occupant also assists the Authority in maintaining the Authority’s community garden for the benefit of Alice Griffith residents on a portion of the Permitted Area, as shown on Site Plan. The Parties are in the preliminary stages of identifying the possible locations for the temporary and permanent relocation of the Existing Occupant and the community garden. Locations being considered are indicated in Exhibit C. The Parties acknowledge that no commitment has been made as of the Effective Date regarding the locations to be selected for possible relocation of the Existing Occupant and the community garden.**

Section 4. **License to Enter.**

The Authority hereby grants to Developer, its general contractor and its subcontractors and all of the respective employees and agents of all of them (collectively, the "**Developer Parties**") a non-exclusive license to enter the Permitted Area for the sole purpose of performing the Permitted Work. No use of the Permitted Area for any purpose other than the Permitted Work is permitted hereunder and no use of the Site other than the Permitted Area is permitted hereunder. Developer acknowledges that the Site is currently used, and will continue to be used
throughout the Term (as defined below), for multifamily housing, and that tenants of Alice Griffith shall be occupying the Site (other than the Permitted Area) during the conduct of the Permitted Work. Developer shall take all such precautions as are reasonably necessary to ensure that the Permitted Work is performed in a manner so as not to endanger, threaten, or impair the safety of tenants and guests and invitees to the Site (other than the Permitted Area) or to materially interfere with tenants' use and access to the Site (other than the Permitted Area). Developer shall take all reasonably available efforts to eliminate unnecessary noise, dust, or obstructions during the performance of the Permitted Work.

Section 5. No Representations or Warranties; Developer Release of the Authority.

Developer acknowledges that, by this Agreement, the Authority makes no representation, warranty, or covenant of any kind whatsoever to Developer with respect to the condition of Site. Developer has the right to enter the Site, in accordance with the terms of this Agreement, in the Site's current "as-is" condition including all faults, or defects, or hazardous conditions known or unknown (if any). The Authority shall not be liable to Developer (or any of the Developer Parties) for, and Developer, on behalf of itself and any and all Developer Parties, hereby waives and releases the Authority and its commissioners, directors, employees and agents (the "Authority Parties") from any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on the Site, the condition of the Site, or the use or occupancy of the Site pursuant to this Agreement, except, in any case, to the extent caused, contributed to or exacerbated by any Authority Party. Developer on behalf of itself and any and all of the Developer Parties hereby waives and agrees not to commence any action, legal proceeding, cause of action or suit in law or equity, of whatever kind and nature, directly or indirectly against the Authority in connection with Developer's use of the Permitted Area under, or the license provided to Developer pursuant to, this Agreement and expressly waives the provisions of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Developers' Initials: ______________

Section 6. Term; Termination of Agreement.

The term of this Agreement shall extend from the Effective Date and shall expire on January 1, 2015, unless otherwise agreed by the Parties or earlier terminated by either Party in accordance with Section 15 (the "Term"). In addition, if the Agency DDA terminates in whole or only with respect to the Site and/or Alice Griffith, this Agreement shall automatically terminate (without further action of the Parties). No expiration or earlier termination of this Agreement shall affect any provision that is expressly intended to survive any such expiration or earlier termination. Developer expressly acknowledges that any expenditures or improvements that it may make will in no way alter the Authority's right to terminate this Agreement in accordance with its terms. Upon the expiration or earlier termination of this Agreement,
Developer shall (i) cause the Permitted Area to be in a safe, secure and sanitary condition, to the reasonable satisfaction of the Authority, and (ii) promptly remove any or all equipment, materials, or any other personal property brought to the Site by or on behalf of any of the Developer Parties at Developer's sole risk and expense and without any compensation from the Authority. Developer shall promptly restore any damage to the Site, caused by such removal to substantially the condition that existed immediately prior to such removal. This Section 6 shall survive the expiration or earlier termination of this Agreement.

Section 7. **Condition of Permitted Area.**

Developer shall use commercially reasonable efforts to maintain the Permitted Area in a safe and secure condition, including, to the extent necessary in accordance therewith, by using fencing, supportive retaining walls, and other methods, during the entire period in which the Permitted Work is undertaken under this Agreement.

Section 8. **Compliance with Laws and the Agency DDA.**

In carrying out the Permitted Work, Developer shall comply with: (i) all applicable federal, state, and local laws, ordinances, rules, regulations, and orders, including all applicable building permit requirements and all applicable mitigation requirements, and (ii) all applicable requirements of the Agency DDA.

Section 9. **Equal Opportunity.**

(a) **Non-Discrimination.** During the performance of the Permitted Work, Developer shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, gender identity status, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting or demoting of any person engaged in the performance of the Permitted Work.

(b) **BVHP ECP.** With respect to the Permitted Work, compliance by Developer with all of the requirements contained in the BVHP ECP (as revised under this Section 9(b)) will relieve Developer from all other workforce or contracting requirements, programs and policies of the Authority. With respect to the Permitted Work, the BVHP ECP is hereby modified as follows:

(i) **25% Resident Goal.** In addition to the goal established in the BVHP ECP that fifty percent (50%) of construction workforce hires for each trade be qualified BVHP Residents, with respect to the construction of the Permitted Work the hiring goals set forth in section II.A.1 of the BVHP ECP hereby include a goal that Authority residents constitute a minimum of twenty five percent (25%) of the total workforce (calculated by person-hours). This goal is not additional; the hiring of Authority residents counts toward the existing fifty percent (50%) goal.

(ii) **Employment Placement Priority.** The application of the good faith efforts requirements set forth in section VII.A.1 of the BVHP ECP are hereby changed so that Developer and its Contractors and subcontractors use good faith efforts to employ (i) fifty percent (50%) of
its construction workforce hires by trade and by hours from persons described in (1) – (8), below, and (ii) twenty five percent (25%) of the total workforce (calculated by person-hours) from persons described in (1) – (4'), below. The requirements of clauses (i) and (ii) are not additive; the hiring of Authority residents counts toward the fifty percent (50%) goal.

(1) Alice Griffith residents (named on lease);
(2) Authority residents within 94124;
(3) Authority residents in 94134 and 94107;
(4) Authority residents in other zip codes;
(5) BVHP Residents;
(6) residents of the 94123 and 94107 zip code areas;
(7) residents of other existing Agency redevelopment project areas, and
(8) San Francisco Residents.

(iii) **CityBuild.** The “CBO” under the BVHP ECP for construction of the Permitted Work is hereby modified to be CityBuild.

Section 10. **Prevailing Wages.**

To the extent required by sections 1770 et seq. of the California Labor Code and regulations issued pursuant thereto, and by HUD, Developer shall pay, or cause to be paid, state prevailing rates of wages and/or federal Davis-Bacon wages for the Permitted Work. Developer shall require its contractors and their subcontractors performing the Permitted Work to maintain certified payrolls, and to submit copies of such certified payrolls to the Authority, upon request, in order to verify compliance with these requirements.

Section 11. **Mechanics Liens, Stop Notices, and Notices of Completion.**

(a) If any claim of lien is filed against the Site, or a stop notice is served on the Authority, in connection with the Permitted Work, then Developer shall, within thirty (30) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Authority a surety bond in sufficient form and amount, or provide the Authority with other assurance reasonably satisfactory to the Authority that the claim of lien or stop notice will be paid or discharged.

(b) If Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section 11, then in addition to any other right or remedy, the Authority may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Developer's expense. Alternately, the Authority may require Developer to promptly deposit with the Authority the amount necessary to satisfy such lien or claim pending resolution
thereof. The Authority may use such deposit to satisfy any claim or lien that is adversely determined against Developer.

(c) Developer shall file a valid notice of cessation or notice of completion upon cessation of the Permitted Work for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims of lien against the Site in connection with the Permitted Work. Developer authorizes the Authority, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the Authority deems necessary or desirable to protect its interest in the Permitted Area, including the posting and recording of a notice of non-responsibility pursuant to California Civil Code section 8444.


(a) Definitions. The following definitions shall apply for the purposes of this Section 12:

(i) "Hazardous Materials" shall mean:

(1) any "hazardous substance" as defined in section 101(14) of CERCLA (42 U.S.C. section 9601(14)) or section 25281(d) or 25316 of the California Health and Safety Code at such time;

(2) any "hazardous waste," "infectious waste" or "hazardous material" as defined in section 25117, 25117.5 or 25501(j) of the California Health and Safety Code at such time;

(3) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. section 1521 et seq.), Safe Drinking Water Act (42 U.S.C. section 3000 (f) et seq.), Toxic Substances Control Act (15 U.S.C. section 2601 et seq.), Clear Air Act (42 U.S.C. section 7401 et seq.), California Health and Safety Code (section 25100 et seq., section 3900 et seq.), or California Water Code (section 1300 et seq.) at such time; and

(4) any additional wastes, substances or material that at such time are classified, considered or regulated as hazardous or toxic under any environmental or similar laws relating to the Permitted Area.

(ii) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Permitted Area or any portion thereof.

(b) Certain Covenants and Agreements.

(i) Developer shall not knowingly permit the Permitted Area or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous
Materials in, on or under the Permitted Area; provided however that, for the purposes of this Section 12(b) only, Hazardous Materials shall not include: materials located in, on or under the Permitted Area as of the Effective Date, materials in reasonable quantities for lawful use in the Permitted Work; reasonable quantities of gardening materials, household products, office supply products or janitorial supply products of the type customarily used in the construction, maintenance, demolition, or associated with buildings and grounds, so long as used in a lawful manner; certain substances which may contain chemicals listed by the State of California pursuant to Health and Safety Code sections 25249.8 et seq., which substances are commonly used in reasonable quantities and in a lawful manner by a significant portion of the population living within the region of the Site. Notwithstanding the foregoing, the Authority hereby acknowledges and agrees that in connection with the Permitted Work, Developer may be required to transport Hazardous Materials from the Permitted Area and provided the foregoing is conducted in compliance with all applicable Hazardous Materials Laws, such activities shall not constitute a breach or event of default by Developer hereunder.

(ii) Developer shall not cause the Permitted Area to be in violation of any Hazardous Materials Laws;

(iii) Promptly following Developer obtaining actual knowledge of any of the following, Developer shall notify the Authority in writing:

1. any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened in writing against Developer in connection with the Permitted Work pursuant to any applicable Hazardous Materials Laws;

2. any and all claims made or threatened in writing by any third party against Developer relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or from the Permitted Area (the matters set forth in the foregoing clause (1) and this clause (2) are hereinafter referred to as "Hazardous Materials Claims");

3. the presence of any Hazardous Materials in, on or under the Permitted Area in such quantities which require reporting to a government agency; or

4. any restrictions on the ownership, occupancy, transferability or use of the Permitted Area under any Hazardous Materials Laws resulting from any occurrence or condition on any real property adjoining or in the vicinity of the Permitted Area, including the Agency DDA Property (or any portion thereof).

(iv) Without the Authority's prior written consent, which consent shall not be unreasonably withheld or delayed, Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Permitted Area (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect of any Hazardous Materials Claims.
(c) **Developer's Indemnity.** In addition to the indemnification obligations set forth in Section 14, except to the extent caused, contributed to or exacerbated by any Authority Party, Developer hereby agrees to indemnify, defend (with counsel reasonably acceptable to the Authority) and hold harmless the Authority Parties from and against any and all Losses (as defined below) arising from the failure of any of the Developer Parties to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal, of such Hazardous Materials into, on, under or from the Permitted Area at any time during the Term.

(d) **Survival.** This Section 12 shall survive the expiration or earlier termination of this Agreement.

**Section 13. Required Insurance Coverage.** Prior to entry onto the Permitted Area, Developer shall provide to the Authority evidence of the following and thereafter Developer shall maintain and keep in force, or in the alternative, shall require its Contractor (as defined below) to carry, insurance of the following types, if applicable:

(a) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits of not less than One Million Dollars ($1,000,000) each accident.

(b) Commercial General Liability insurance with limits of not less than Five Million Dollars ($5,000,000) per occurrence and in the aggregate for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. This insurance may be provided with a combination of primary and excess insurance.

(c) Commercial Automobile Liability insurance with limits of not less than One Million Dollars ($1,000,000) each occurrence with combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(d) Contractors Pollution Liability insurance with limits of not less than Three Million Dollars ($3,000,000) aggregate per policy period of one (1) year. If the Permitted Work involves lead-based paint or asbestos identification/remediation, then such insurance shall not contain lead-based paint or asbestos exclusions. Such insurance shall be maintained for the duration of the Permitted Work.

(e) The required insurance shall be provided under an occurrence form, with the exception of the Contractors Pollution Liability insurance, which may be provided on a claims-made basis, and Developer (or its Contractor) shall maintain such insurance until this Agreement is terminated, except as otherwise specified above. Should any of the required insurance in Section 13(b) provide that claims investigation or legal defense costs are included in such annual aggregate limit; such annual aggregate limit shall be either Seven Million Dollars ($7,000,000) or dedicated to the Permitted Area and the Agency DDA Property where the Permitted Work is being undertaken.
(f) Commercial General Liability, Commercial Automobile Liability, and Contractors Pollution Liability insurance policies shall be endorsed to name as an additional insured the Authority Parties.

(g) All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the Authority, provided such notification is permitted by the carrier, and, in the event such notification is not permitted, Developer shall provide written notice to the Authority within five (5) days following Developer's receipt of notification from the insurance carrier of notice of cancellation, reduction in coverage or intent not to renew.

(h) Each policy shall be underwritten and issued by companies authorized to do business in California, with Best's Rating of at least A:VII or better. Developer shall provide the Authority with certificates of insurance evidencing the limits and coverages required by this Section 13.

(i) All proofs of insurance shall be delivered to the following:

San Francisco Housing Authority
Housing Development and Modernization Department
1815 Egbert Street, Suite 300
San Francisco, California 94124
Attn: Toni Autry, HOPE SF Project Manager
Phone: (415) 715-3215
Fax: (415) 715-3201

(j) For purposes of this Section 13, "Contractor" means any general contractor under a direct contract with Developer for performing construction of the Permitted Work.

(k) This Section 13 shall survive the expiration or earlier termination of this Agreement.


(a) Except to the extent caused, contributed to or exacerbated by any Authority Party, Developer shall indemnify, defend (with counsel reasonably acceptable to the Authority) and hold harmless the Authority Parties, from and against any losses, claims, damages, liabilities, judgments, causes of action or actions (including reasonable attorneys' fees and costs) (collectively, "Losses") arising from: (i) any act or failure to act by any of the Developer Parties under this Agreement, including the failure, or alleged failure, to comply with any applicable law related thereto, including the failure of Developer to comply with the Relocation Requirements, (ii) acts or omissions of Developer or any of Developer Parties in performing the Permitted Work on the Permitted Area, including the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Permitted Area to the extent caused by the act or omission of any of Developer Parties, (iii) any mechanic's lien, or similar claim made against the Authority or the
Permitted Area in connection with the Permitted Work, or (iv) Developer's breach of this Agreement.

(b) This Section 14 shall survive the expiration or earlier termination of this Agreement until five (5) years from the date of the Agency’s issuance of the last Certificate of Completion for all Infrastructure (as defined in the Agency DDA) to be Completed (as defined in the Agency DDA) by Developer on the Permit Area as part of the Applicable Sub-Phase, provided, however, that the indemnification, defense and hold harmless obligations of this Section 14 shall continue beyond such five (5) year period with respect to any bona fide claim for indemnification, defense or hold harmless obligations under this Section 14 made prior to the expiration of such five (5) year period.

Section 15. Remedies.

Upon the occurrence and during the continuance of an Event of Default (defined below), the non-Defaulting Party (defined below) may take whatever action at law or in equity as may appear reasonably necessary to enforce this Agreement, including: (i) by terminating this Agreement by delivery of notice thereof to the Defaulting Party (defined below), (ii) by commencing an action against the Defaulting Party for damages, or (iii) by commencing an action against the Defaulting Party for specific performance or injunctive relief. The remedies available to the non-Defaulting Party shall be cumulative, and no remedy expressly provided for in this Section 15 shall be deemed to exclude any other remedy available at law or in equity.


A Party shall be deemed to be a "Defaulting Party" and an "Event of Default" shall have been deemed to have occurred if such Party breaches this Agreement and such Party fails to cure such breach within (i) fifteen (15) Business Days after receipt of notice from the non-Defaulting Party of such breach, if the breach is monetary in nature and (ii) thirty (30) days after receipt of notice from the non-Defaulting Party of such breach, if the breach is not monetary in nature. However, if any such non-monetary breach is susceptible of cure but not within the above-specified cure period, the period of time for cure shall be extended as is reasonably necessary to permit cure, but in no event to a date later than ninety (90) days after the breaching Party is notified of the breach, and only so long as the breaching Party is diligently pursuing the cure to completion at all times during that period.

Section 17. Notices, Demands and Communications.

Whenever any notice or any other communication is required or permitted to be given under any provision of this Agreement (as, for example, where a Party is permitted or required to "notify" the other Party), such notice or other communication shall be in writing, signed by or on behalf of the Party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, (ii) if mailed, three (3) Business Days after the date mailed by certified or registered mail, return receipt requested, with postage prepaid, or (iii) if sent with a reputable air or ground courier service, fees prepaid, the date on which such courier represents such notice will be available for delivery, in each case to the respective address(es) of the Party to whom such notice is to be given as set forth
below, or at such other address of which such Party shall have given notice to the other Party as provided in this Section 17. Legal counsel for any Party may give notice on behalf of such Party.

If to the Authority, to: Housing Authority of the City and County of San Francisco
1815 Egbert Street, Suite 300
San Francisco, California 94124
Attn: Barbara T. Smith, Acting Executive Director

with a copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
City Center Plaza
Oakland, California 94612
Attn: Dianne Jackson McLean, Esq.

If to Developer, to: CP Development Co., LP
c/o Lennar Urban
One California St., 27th Floor
San Francisco, California 94111
Attn: Kofi Bonner

with a copy to: Paul Hastings LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Attn: David A. Hamsher, Esq.

Section 18. Relationship of Parties; No Third Party Beneficiaries.

Nothing in this Agreement shall be deemed to render the Parties a partner in the other Party's business or a joint venturer or member in any joint enterprise with the other Party. No Party shall have the right to act as the agent of any other Party in any respect hereunder. This Agreement is made and entered into only for the protection and benefit of the Parties and their respective successors and permitted assigns. No other person shall have or acquire any right or action of any kind based upon the provisions of this Agreement except as explicitly provided to the contrary in this Agreement.

Section 19. Attorneys' Fees and Costs.

In the event any action or proceeding in court or other dispute resolution mechanism permitted or required under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party therein shall be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection therewith, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which shall include the reasonable costs for services of any Party's or its manager's in-house counsel).
Section 20. **Time.**

Time is of the essence in this Agreement.

Section 21. **Assignment.**

Neither Developer nor the Authority may assign its interest under this Agreement without the prior written consent of the other Party. During the Term, unless required by HUD, or otherwise required by applicable law, the Authority shall not transfer its interest in the Permitted Area without the prior written consent of Developer.

Section 22. **Binding Effect.**

This Agreement shall inure to and bind the Parties, their respective representatives, successors and assigns; provided, however, nothing in this Section 22 shall be deemed to permit Developer or the Authority to assign this Agreement except as set forth in Section 21.

Section 23. **Interpretation.**

Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit or defined term of this Agreement. Any reference to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. References in this Agreement to days shall be to calendar days, unless otherwise specified. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week (but not a Saturday or Sunday) on which national banks in California are open to the public for carrying on substantially all business functions (a "Business Day"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action shall be the next succeeding Business Day. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. The term "dollars" (whether or not capitalized) and the symbol "$" means United States Dollars. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Any reference to this Agreement includes any amendments, renewals or extensions now or hereafter approved by the Parties in accordance with the terms of this Agreement.

Section 24. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any principles of conflict of laws. For this purpose the
Parties shall be deemed to reside in such state and this Agreement shall be deemed to be performed exclusively in such state. Venue of any proceeding shall be exclusively in a forum of proper jurisdiction in such state or in the City and County of San Francisco, California.

Section 25. Waiver.

No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the Party charged with the waiver. No waiver of any breach or any failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other right arising under this Agreement.

Section 26. Entire Agreement.

This Agreement sets forth the entire agreement of the Parties with respect to this subject and this Agreement may not be modified except in writing signed by authorized representatives of each Party. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Agreement (including Civil Code section 1654 as may be amended from time to time).

Section 27. Severability.

If any provision of this Agreement or the application of any provision to any person or circumstances shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 28. No Right to Develop; Non-Possessory Interest.

Developer acknowledges that this Agreement merely permits Developer the limited right to enter the Permitted Area, as set forth herein, and to perform the Permitted Work and does not grant any other right to use or otherwise develop the Site. Notwithstanding the limited right to enter granted herein, the Authority retains full ownership and possession of the Site, and Developer will not acquire any ownership interest, or estate in the Site, whether temporary, permanent, revocable, or irrevocable, possessory, or otherwise, by reason of this Agreement, or by the exercise of the rights granted herein. Developer will make no claim to any such estate or interest and hereby waives and relinquishes any and all right or claim it has or may have in or to any such estate or interest.

Section 29. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to each other. Delivery of this
Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

Section 30.  Funding and Section 3 Requirements.

Developer represents and warrants to the Authority that to its knowledge after due inquiry, construction of the Permitted Work is not funded or assisted by any federal funds or other financial assistance, including any HUD housing or community development program (including the Choice Neighborhood Grant awarded for the construction of the Alice Griffith Replacement Projects (as defined in the Agency DDA). The Parties acknowledge and agree that based on accuracy of the foregoing representation, the Permitted Work is not subject to the Authority’s Section 3 requirements.

Remainder of Page Left Intentionally Blank
WHEREFORE, the Authority and Developer have entered into this Agreement as of the Effective Date.

APPROVED AS TO FORM:

Dianne Jackson McLean
Goldfarb & Lipman LLP
Special Legal Counsel

AUTHORITY:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic

By: __________________________
    Barbara T. Smith, Acting Executive Director

DEVELOPER:

CP DEVELOPMENT CO., LP,
a Delaware limited partnership

By: CP/HPS Development Co. GP, LLC,
a Delaware limited liability company,
its General Partner

By: _________________________
    Name: Kofi Bonner
    Title: President

ACKNOWLEDGED AND AGREED:

The Agency hereby acknowledges and agrees to the modifications to the BVHP ECP set forth in Section 9(b) with respect to the Permitted Work (and such other work as may be under the same contract as any Permitted Work).

AGENCY:
Approved as to Form:

DENNIS J. HERRERA,
City Attorney,
as counsel to the Agency

By: _________________________
    Deputy City Attorney

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic,
of the State of California

By: _________________________
    Name: Tiffany Bohee
    Title: Executive Director
EXHIBIT A

DESCRIPTION OF SITE
EXHIBIT B
SITE MAP OF THE PERMITTED AREA
EXHIBIT C

PRELIMINARY RELOCATION SITES BEING CONSIDERED

1. In connection with complying with the Relocation Requirements, Developer is currently considering several alternatives (i) to provide for the temporary relocation of the Existing Occupant, and (ii) to provide for the permanent relocation of the Existing Occupant. Alternatives being considered for the temporary relocation of the Existing Occupant include a vacant area on Nichols Way on the Site (as shown in Exhibit B), in which there are existing concrete slabs. Developer is considering installing portable buildings on this slabs, provided the site can be service with the existing utilities lines. Another location being considered is an area near the end of Griffith Street near the gate and crossover path (as shown on Exhibit B). One alternative being considered for the permanent relocation of the Existing Occupant is a non-residential space on the ground floor of the Alice Griffith Replacement Housing Development.

2. The community garden may be temporarily relocated to mobile garden beds located at the corner closest to the existing Candlestick Park parking lot. The permanent relocated areas being considered are an ½ acre garden in the new oval green space in the Alice Griffith Replacement Housing Development, or a new garden located behind the Bret Hart School or in the Gilman Park. The latter two locations are not on property owned by the Authority. The locations of these alternative sites are depicted on Exhibit B.
EXHIBIT E

Form of Quitclaim Deed
EXHIBIT E
Form of Quitclaim Deed (TO BE NEGOTIATED FOR APPLICABLE USE PRIOR TO EXECUTION)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Successor Agency to the Redevelopment Agency
of the City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attn: James B. Morales, Agency General Counsel

MAIL TAX STATEMENTS TO:

Same address as above

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code §27383)

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

QUITCLAIM DEED

(Block ____, Lot ____ , San Francisco, California)

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, of the State of California (the “Agency”), does hereby quitclaim to ________________________, a ______________________ (“Developer”), all of its right, title and interest in and to all of that real property located in the City and County of San Francisco, California described in Exhibit A attached hereto.

Executed as of ____________, 20____.
APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By:
Heidi J. Gewertz,
Deputy City Attorney

AGENCY:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public
body organized and existing under the laws of the
State of California
By:
Name: Tiffany Bohee
Title: Executive Director
Exhibit A

Legal Description of Property
State of California
County of San Francisco

On ____________________, before me, _____________________________________, a notary public in and for said State, personally appeared ________________________________, 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 ___________________________ (Seal)
On __________________________, before me, ____________________________, a notary public in and for said State, personally appeared ____________________________, 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 ____________________________ (Seal)
EXHIBIT F

Workforce MOU
INTERAGENCY MEMORANDUM OF UNDERSTANDING
(ALICE GRIFFITH REPLACEMENT PROJECTS)

AMONG

SUCCESSION AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, COMMONLY KNOWN AS THE OFFICE OF
COMMUNITY INVESTMENT AND INFRASTRUCTURE

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,

MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

AND

OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
INTERAGENCY MEMORANDUM OF UNDERSTANDING
(ALICE GRIFFITH REPLACEMENT PROJECTS)

This INTERAGENCY MEMORANDUM OF UNDERSTANDING (ALICE GRIFFITH REPLACEMENT PROJECTS) (as amended from time to time in accordance with the terms hereof, this “MOU”) is entered into as of _____, 2014 (the “Effective Date”) by and among the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the State of California and commonly known as of the Effective Date as the Office of Community Investment and Infrastructure (the “Agency”), the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (“SFHA”), and the City and County of San Francisco, a charter city of the State of California (the “City”), acting by and through its Mayor’s Office of Housing and Community Development (“MOHCD”) and its Office of Economic and Workforce Development (“OEWD”). The Agency, SFHA, MOHCD and OEWD are sometimes referred to herein, individually, as a “Party” and, collectively, as the “Parties”.

SECTION I. PURPOSE

1. SFHA, the City, and the Agency are parties to that certain Memorandum of Understanding for the Proposed Redevelopment of Alice Griffith Public Housing dated as of July 8, 2010, which sets forth the parties’ thereto desire to cooperate in the planning of the proposed redevelopment of the Alice Griffith public housing development (“Alice Griffith”), located at 207 Cameron Way in San Francisco, California. Adjacent to Alice Griffith is certain real property owned by the Agency and the Port of San Francisco, and Alice Griffith surrounds certain real property owned by the City. All such property, as generally depicted in Exhibit A-1. The Parties acknowledge and agree that the Agency and SFHA are as of the Effective Date in the process of undertaking certain land conveyances and acquisitions within such real property, and such real property is in the process of being further subdivided in accordance with the City’s subdivision code. Following such subdivision, the Authority and the Agency, with the approval of Master Developer and Housing Developer, shall attach the legal description of such real property hereto as Exhibit A-2. Such real property is referred to herein as the “Alice Griffith Site”.

2. The Agency and CP Development Co., LP, a Delaware limited partnership (“Master Developer”), are parties to that certain Disposition and Development Agreement (Candlestick Point and Hunters Point Shipyard), dated for reference purposes as of June 3, 2010 (as amended and as may be further amended from time to time, the “CP/HPS2 DDA”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the CP/HPS2 DDA.

3. The CP/HPS2 DDA contemplates the transformation of the Alice Griffith Site into approximately one thousand one hundred twenty (1,126) new units of housing, including the one-for-one replacement of each of the existing two hundred fifty six (256) units at
Alice Griffith as of the Effective Date. The CP/HPS2 DDA contemplates such replacement units being constructed as part of the multi-phased, five hundred four (504) unit Alice Griffith Replacement Projects, which are planned to include two hundred fifty six (256) Alice Griffith Replacement Units and two hundred forty eight (248) Affordable Units targeted to households earning no more than sixty percent (60%) of Area Median Income, all as more particularly described therein.

4. The CP/HPS2 DDA contemplates formation of an Alice Griffith Developer that would facilitate construction of the Alice Griffith Replacement Projects, with such formation being under an arrangement between Master Developer and a Qualified Housing Developer approved by the Agency. On or about October 23, 2012, the Agency approved Double Rock Ventures, LLC, a Delaware limited liability company (the “Housing Developer”), as such Alice Griffith Developer, and McCormack Baron Salazar, Inc., a Missouri corporation (“MBS”), as a Qualified Housing Developer.

5. SFHA, Master Developer and MBS entered into that certain Exclusive Negotiating Rights Agreement dated as of October 14, 2010, as amended, providing, among other things, Master Developer and MBS the exclusive rights to negotiate with SFHA for the potential redevelopment of the Alice Griffith Replacement Projects. Master Developer and MBS assigned all of their respective rights and interests under the ENRA to Housing Developer.

6. The Alice Griffith Replacement Projects will be constructed in phases, with each phase to be constructed and owned by a separate entity (each, an “Alice Griffith Phase Developer”) that will be established by and controlled by MBS and/or Housing Developer (subject to certain approval rights of and obligations to the Parties and Master Developer).

7. Under the CP/HPS2 DDA, Master Developer is responsible for the master development of the Alice Griffith Site, including by undertaking certain work necessary to permit construction of new homes and other improvements with the Alice Griffith Site, all as more particularly described therein. Such work includes creating separate legal parcels in accordance with the CP/HPS Subdivision Code, grading and soil compacting such parcels, constructing necessary supporting infrastructure, including parks and open space, and otherwise preparing Alice Griffith Lots on which the Alice Griffith Replacement Projects will be developed (as more particularly described in the CP/HPS2 DDA as Infrastructure, the “Alice Griffith Infrastructure”). In addition, under the CP/HPS2 DDA, Master Developer will convey certain other real property within the Alice Griffith Site to Vertical Developers for the development of new homes and other improvements, all as more particularly described in the CP/HPS2 DDA as Vertical Improvements (the “Other Vertical Improvements”).

8. The term “Developer” as used herein shall mean: (i) with respect to the Alice Griffith Infrastructure, Master Developer; (ii) with respect to the Alice Griffith Replacement Projects, the applicable Alice Griffith Phase Developer; and (iii) with respect to the Other Vertical Improvements, the applicable Vertical Developer.
9. SFHA and MBS were awarded a Choice Neighborhoods Initiative Implementation Grant ("CNI Grant") from the United States Department of Housing and Urban Development ("HUD") to provide financial assistance to the Alice Griffith Replacement Projects; subject to the certain conditions as provided in the CNI Grant Agreement, including compliance with section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC§1701, and regulations set forth in 24 CFR part 135) (the "Section 3 Requirements"). Pursuant to the terms of the CNI Grant application and the resulting grant agreement, SFHA and MBS made specific commitments to HUD regarding the Section 3 Requirements as well as other hiring and contracting matters (as they may be amended pursuant to the terms of the CNI Grant agreement, the "CNI Contracting Requirements").

10. Under Resolution No. 4967 adopted by the SFHA Board of Commissioners on February 22, 2001 ("Resolution 4967"), SFHA established, among other matters, a goal that contractors, in conjunction with their subcontractors, hire SFHA residents such that SFHA residents constitute a minimum of twenty five percent (25%) of the total workforce (calculated by person-hours) on all contracts covered by Resolution 4967.

11. Under the CP/HPS2 DDA, Master Developer is required to comply with certain Agency policies, including the Bayview Hunters Point Employment and Contracting Policy, adopted by the Agency Commission on December 4, 2007 under resolution number 127-2007 and as revised under the CP/HPS2 DDA (as amended from time to time in accordance with the CP/HPS2 DDA, the "BVHP ECP"). The BVHP ECP establishes a goal that fifty percent (50%) of construction and permanent workforce hires for each trade be qualified BVHP Residents and requires Master Developer and its contractors and subcontractors to use good faith efforts to cause fifty percent (50%) of its construction and permanent workforce hours by trade be performed by qualified BVHP Residents, then residents of the 94123 and 94107 zip code areas, then residents of other existing Agency redevelopment project areas, and then San Francisco Residents with First Consideration to BVHP Residents (all as defined and more particularly described in the BVHP ECP). Alice Griffith residents and other public housing residents are BVHP Residents and are thus given First Consideration under the BVHP ECP.

12. The primary purpose of this MOU is to clarify and define the roles, responsibilities, goals and procedures of each Party in relation to certain of the City’s community and public benefits policies and the Agency Policies as described in the CP/HPS DDA with respect to workforce hiring for the (i) construction of the Alice Griffith Infrastructure by Master Developer, (ii) construction of the Alice Griffith Replacement Projects by Alice Griffith Phase Developers, and (iii) construction of Other Vertical Improvements by Vertical Developers (collectively, the "Covered Work").

SECTION II. AGREEMENTS AMONG PARTICIPATING PARTIES

1. DEVELOPER COMPLIANCE
a  MASTER DEVELOPER AND VERTICAL DEVELOPERS. SFHA has determined that the Alice Griffith Infrastructure and the Other Vertical Improvements are not subject to Section 3 Requirements due to the fact that no federal funds, including the CNI Grant, will be used directly or indirectly in the construction of the foregoing, and therefore Master Developer and Vertical Developers will not be required to comply with the Section 3 Requirements in connection with the foregoing. In undertaking the construction of the Alice Griffith Infrastructure, compliance by Master Developer, and in undertaking the construction of the Other Vertical Improvements, compliance by the applicable Vertical Developer, with all of the requirements contained in the BVHP ECP (as revised under Section III of this MOU) will relieve Master Developer and such Vertical Developers, respectively, from all other workforce or contracting requirements, programs and policies of SFHA and the City and, except as otherwise required by the CP/HPS2 DDA, of the Agency.

b  ALICE GRIFFITH PHASE DEVELOPER. SFHA has determined that the Alice Griffith Replacement Projects are subject to compliance with the Section 3 Requirements, and therefore each Alice Griffith Phase Developer will be required to comply with the Section 3 Requirements. In undertaking the construction of the Alice Griffith Replacement Projects, compliance by the applicable Alice Griffith Phase Developer with all of the requirements contained in the BVHP ECP (as revised under Section III of this MOU) and with the Section 3 Requirements will relieve such Alice Griffith Phase Developer from all other workforce or contracting requirements, programs and policies of SFHA, the City and the Agency. The Authority and the City have determined that compliance with the modifications set forth in Section III.2 of this MOU will identify Section 3 eligible residents.

2. CONSTRUCTION WORKFORCE

a  The rules of the BVHP ECP will govern construction workforce hiring and placement for the Covered Work, with a residency modification to accommodate provisions in Resolution 4967. These modifications are set forth in Section III of this MOU.

b  The Agency will monitor and enforce the BVHP ECP.

c  The Agency will provide access to payroll data provided under the BVHP ECP to all other Parties through an electronic certified payroll system (e.g., Elations).

d  To ensure an efficient work referral system, OEWD’s CityBuild Program (“CityBuild”) will serve as the lead and initial point of contact among the applicable Developer, its contractors and subcontractors and the BVHP.
community for construction worker placement with respect to Covered Work undertaken by or on behalf of such Developer.

e Each Developer’s contractors and/or subcontractors will also submit to the Agency copies of all correspondence to/from CityBuild, SFHA, and/or trade unions requesting resident workers and will attach these documents to their Certified Payroll Reports or otherwise make such information available on request of the Agency (which will make such information available to the other Parties upon request).

3. PROFESSIONAL SERVICES TRAINEE REQUIREMENTS

a The rules of the BVHP ECP will govern trainee hiring and placement for the Covered Work, with a residency modification to accommodate provisions of the Section 3 Requirements and Resolution 4967, as applicable. These modifications are set forth in Section III of this MOU.

b The Agency will monitor and enforce the BVHP ECP.

c To ensure an efficient work referral system, CityBuild will serve as the lead and initial point of contact among the applicable Developer, its consultants and subconsultants and the BVHP community for trainee placement with respect to Covered Work undertaken by or on behalf of such Developer.

4. PERMANENT WORKFORCE

a The rules of the BVHP ECP will govern permanent workforce hiring and placement with a residency modification to accommodate provisions in the Section 3 Requirements and Resolution 4967, as applicable. These modifications are set forth in Section III of this MOU.

b Pursuant to the Section 3 Requirements, at least thirty percent (30%) of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for three (3) years, the employee may no longer be counted as a Section 3 employee to meet the thirty percent (30%) requirement. This requires Alice Griffith Phase Developer or its contractors or subcontractors to continue hiring Section 3 residents when employment opportunities are available, as more particularly set forth in Section III.2.b of this MOU.

c The Agency will monitor and enforce the BVHP ECP.

d The Agency will provide access to payroll data provided under the BVHP ECP to all other Parties through an electronic certified payroll system (e.g., Elations).
e To ensure an efficient work referral system, City Build will serve as the lead and initial point of contact among each Vertical Developer and Alice Griffith Phase Developer, their respective contractors/subcontractors and the BVHP community and businesses for permanent workforce placement with respect to Covered Work undertaken by or on behalf of such Developer.

f Each Vertical Developer’s and Alice Griffith Phase Developer’s contractors and/or subcontractors will submit a permanent workforce report provided by the Agency. Each such Developer shall submit to the Agency copies of all correspondence to/from CityBuild, SFHA, and/or trade unions requesting resident workers to ensure that permanent employment placement occurs according to the priorities set forth in Section III of this MOU.

SECTION III. BVHP ECP MODIFICATIONS

The BVHP ECP is hereby modified as follows in this Section III with respect to the Covered Work.

1. 25% WORKFORCE RESIDENT GOAL. In addition to the goal established in the BVHP ECP that fifty percent (50%) of construction workforce hires for each trade be qualified BVHP Residents, with respect to the Covered Work undertaken by a Developer, the hiring goals set forth in section II.A.1 of the BVHP ECP hereby include a goal that Authority residents constitute a minimum of twenty five percent (25%) of the total workforce (calculated by person-hours). This goal is not additional; the hiring of SFHA residents counts toward the existing fifty percent (50%) goal.

2. PERMANENT WORKFORCE HIRING GOALS.

   a VERTICAL DEVELOPERS. [VERTICAL DEVELOPER PERMANENT WORKFORCE MODIFICATIONS TO COME CONSISTENT WITH BVHP ECP]

   b ALICE GRIFFITH PHASE DEVELOPERS. In addition to the goals established in the BVHP ECP that fifty percent (50%) of permanent/temporary workforce hires be qualified BVHP Residents, with respect to the Alice Griffith Replacement Projects undertaken by an Alice Griffith Phase Developer, the hiring goals set forth in section II.B.1 of the BVHP ECP hereby include a goal that at least thirty percent (30%) of the permanent, full-time employees hired be Section 3 residents. After a Section 3 employee has been employed for three (3) years, the employee may no longer be counted as a Section 3 employee to meet the thirty percent (30%) requirement. This requires such Alice Griffith Phase Developer and/or its successors and assigns to continue hiring Section 3 residents when employment opportunities are available.
3. **EMPLOYMENT PLACEMENT PRIORITY.** The application of the good faith efforts requirements set forth in section VII.A.1 of the BVHP ECP are hereby changed with respect to the Covered Work undertaken by a Developer so that such Developer and its contractors and subcontractors use good faith efforts to employ (i) fifty percent (50%) of its construction and permanent workforce hires by trade and by hours from persons described in (1) – (8), in order of priority below, and (ii) twenty five percent (25%) of the total workforce (calculated by person-hours) from persons described in (1) – (4), in order of priority below. The requirements of clauses (i) and (ii) are not additive; the hiring of SFHA residents counts toward the fifty percent (50%) goal.

   1. Alice Griffith residents (named on lease);
   2. SFHA residents within 94124;
   3. SFHA residents in 94134 and 94107;
   4. SFHA residents in other zip codes;
   5. BVHP Residents;
   6. residents of the 94134 and 94107 zip code areas;
   7. residents of other existing Agency redevelopment project areas, and
   8. San Francisco Residents.

4. **CITYBUILD.** The “CBO” under the BVHP ECP for construction of the Covered Work is hereby modified to be CityBuild.

5. **CNI CONTRACTING REQUIREMENTS.** In constructing the Alice Griffith Replacement Projects, each Alice Griffith Phase Developer will also be subject to the CNI Contracting Requirements. The CNI Contracting Requirements include compliance with the BVHP ECP as well as the further goals of having: 1) Authority residents constitute a minimum of twenty five percent (25%) of the workforce, calculated by person hours; 2) thirty percent (30%) of new hires in each construction trade be low-income; and 3) MBE/WBE firms and businesses providing economic opportunities to lower-income neighborhood residents be awarded twenty percent (20%) of contracts. For purposes of the foregoing: (i) a “Minority Business Enterprise” or “MBE” is a business that is both owned and controlled by minorities; this means that there must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business; and (ii) a “Women Business Enterprise” or “WBE” means a business that is both owned and controlled by women; this means that there must be not less than 51 percent women ownership of the business, and the women ownership must control the management and daily operations of the business.

**SECTION IV. ROLES AND RESPONSIBILITIES**

1. **AGENCY.** The Agency will serve as the primary agency to collect employment data under the BVHP ECP with respect to the Covered Work and will share such data with the other Parties. In addition, the Agency will be responsible for contract compliance in accordance with the BVHP ECP with respect to the Covered Work. The Agency is
specifically responsible for workforce construction data collection and enforcement of the BVHP ECP with respect to the Covered Work. The Agency shall further be responsible for contract compliance in accordance with the CNI Contracting Requirements, together with related data collection (which shall be made available to HUD directly or through other Parties or MBS as requested in order to meet corresponding HUD compliance or reporting obligations).

2. **SFHA.** SFHA will confirm residency in a public housing development and ensure qualified residents are referred to CityBuild for employment opportunities with respect to the Covered Work. SFHA will also provide resident data to the Agency to track resident employment with respect to the Covered Work.

3. **MOHCD.** MOHCD will not have any workforce related role.

4. **OEWD.** OEWD, through CityBuild, will serve as the lead for referrals and placements with respect to the Covered Work, as outlined above, and will assist with data collection and reporting in furtherance of compliance with the CNI Requirements.

**SECTION V. COUNTERPARTS, FACSIMILE COPIES.** This MOU shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This MOU shall be effective upon transmission by any Party to the other Parties of a fully signed facsimile copy of the MOU, so long as a copy of the MOU signed by the transmitting Party is delivered to the other Parties within five (5) days thereafter.

**SECTION VI. MASTER DEVELOPER ACKNOWLEDGEMENT.** By its signature below, Master Developer acknowledges and agrees to this MOU. Master Developer and Vertical Developers of the Other Vertical Improvements are an intended third party beneficiary of this MOU. The Parties shall not amend or terminate this MOU without the written consent of Master Developer and shall not amend or terminate this MOU in any manner that will adversely affect any Vertical Developer of any Other Vertical Improvements without the written consent of all such adversely affected entities. Upon assignment of Master Developer’s rights and obligations under and in accordance with the CP/HPS2 with respect to all or any portion of the Alice Griffith Site (but not including an assignment to a Vertical Developer as such), the term “Master Developer” shall automatically be amended to be such assignee to the extent of such assignment.

**SECTION VII. HOUSING DEVELOPER ACKNOWLEDGEMENT.** By its signature below, Housing Developer acknowledges and agrees to this MOU. Housing Developer and each Alice Griffith Phase Developer is an intended third party beneficiary of this MOU. The Parties shall not amend or terminate this MOU in any manner that will adversely affect Housing Developer or any Alice Griffith Developer without the written consent of all such adversely affected entities.
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the Effective Date.

AGENCY:

Approved as to Form: DENNIS J. HERRERA, City Attorney, as counsel to the Agency

By: Heidi J. Gewertz
Deputy City Attorney

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY AND
COUNTY OF SAN FRANCISCO,
a public body, corporate and politic,
of the State of California

By: Tiffany Bohee
Title: Executive Director

SFHA:

Approved as to Form: Dianne Jackson McLean
Goldfarb & Lipman LLP
Special Legal Counsel

HOUSING AUTHORITY OF THE CITY AND
COUNTY OF SAN FRANCISCO,
a public body, corporate and politic,
of the State of California

By: Barbara T. Smith
Title: Acting Executive Director

MOHCD:

DENNIS J. HERRERA, City Attorney, as counsel to the Agency

By: Heidi J. Gewertz
Deputy City Attorney

CITY AND COUNTY OF SAN FRANCISCO,
a charter city of the State of California, acting by and through its MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

By: Olson Lee
Title: Director

LEGAL_US_W # 79490779.8
OEWD:

DENNIS J. HERRERA, 
City Attorney,  
as counsel to the Agency

CITY AND COUNTY OF SAN FRANCISCO,  
a charter city of the State of California, acting by and  
through its OFFICE OF WORKFORCE AND  
ECONOMIC DEVELOPMENT  

By:  
Heidi J. Gewertz  
Deputy City Attorney

By:  
Name: Todd Rufo  
Title: Director

ACKNOWLEDGED AND AGREED

MASTER DEVELOPER:

CP DEVELOPMENT CO., LP,  
a Delaware limited partnership

By: CP/HPS Development Co., GP, LLC,  
a Delaware limited liability company,  
its General Partner

By:  
By: Kofi Bonner  
Title: President

HOUSING DEVELOPER

DOUBLE ROCK VENTURES, LLC,  
a Delaware limited liability company

By: Double Rock MBS Member, Inc.,  
a Missouri corporation,  
its Sole Member

By:  
Name:  
Title: Vice President
EXHIBIT A-1

Depiction of Alice Griffith Site

[ATTACHED]
EXHIBIT A-2

Legal Description of Alice Griffith Site

[ATTACHED]

[INSERT LEGAL DESCRIPTION FROM EXHIBIT A-1 – A-4 of MDA; NOTE THAT AGENCY PROPERTY DESCRIPTION IS OVER-INCLUSIVE; PROVIDE]

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

BEGINNING at the point of intersection of the Southwesterly line of Carroll Avenue with the Easterly line of Hawes (NOTE: for the purpose of this description the Southwesterly line of Carroll Avenue is taken to be South 54°28'21" East and all bearings mentioned herein are related thereto); thence South 54°28'21" East along said Southwesterly line of Carroll Avenue 1003.917 feet to a point distant thereon Southeasterly 339.917 feet from the Southeasterly line of Griffith Street, said point also being on the Westerly line of Salt Marsh and Tide Lands, as established by the Board of Tide Land Commissioners under the Act of March 30, 1868; thence South 42°45'30" West along said Westerly line 194.770 feet to the Westerly line of the right of way for the Southern Pacific and Western Pacific Railroad Companies, 200 feet wide as fixed and designated by the Board of Tide Land Commissioners under the Act of March 30, 1868, as said right of way is shown on Block Map No. 9, exhibiting the dimensions of lots and blocks as subdivided and shown on the map prepared by the Board of Tide Land Commissioners in accordance with provisions of Section 4 of said Act; on file in the office of the Surveyor General of the State of California; thence South 2°58'18" East 8.667 feet to the Northeasterly line of Donner Avenue, distant thereon 320 feet 91/2 inches Southeasterly from the Southeasterly line of Griffith Street; thence South 35°31'39" West 40.0000 feet to the center line of said Donner Avenue; thence South 54°28'21" East along said centerline 31.771 to the Westerly line of said 200 foot right-of-way; thence South 2°55'54" East 51.082 to the Southwesterly line of Donner Avenue, distant thereon 215 feet 6 inches Northwesterly from the Northwesterly line of Fitch Street; thence South 2°57'26" East 255.500 feet to the Northwesterly line of Egbert Avenue, distant thereon 56 feet 8 inches Northwesterly from the Northwesterly line of Fitch Street; thence South 35°31'39" West 40.044 feet to the center line of Egbert Avenue; thence South 54°28'21" East along said center line of Egbert Avenue 31.835 feet to the Westerly line of said 200 feet right of way; thence South 2°57'26" East 39.905 feet to the Northwesterly line of Fitch Street, distant thereon 8.809 feet Northeastly from the Southwesterly line of Egbert Avenue; thence running along said Northwesterly line of Fitch Street South 35°31'35" West 388.809 feet to a line parallel with and perpendicularly distant Southwesterly 100.00 feet from the Southwesterly line of Fitzgerald Avenue; thence North 54°28'21" West along said parallel line 1264.00 feet to said Southeasterly line of Hawes Street; thence North 35°31'39 East along said line of Hawes Street 940.88 feet to the point of beginning.
EXCEPTING THEREFROM the parcel of land as described in the deed to the City and County of San Francisco recorded July 20, 1955, in Official Records, Book 6658 at page 572, in the Office of the Recorder of the City and County of San Francisco, State of California. APN: Lot 020, Block4884.

AND EXCEPTING THEREFROM, the parcel of land as described in the deed to the Redevelopment Agency of the City and County of San Francisco recorded June 18, 2008, in the Official Records as Instrument Document-2008-1599648-00, Reel J665, Image 0181 in the Office of the Recorder of the City and County of San Francisco, State of California.
EXHIBIT G

Mitigation, Monitoring and Reporting Program for the Master Project

(On file with Commission Secretary)
EXHIBIT I

Master Phasing Plan

(Exh 1-1, I-2)
Block 5 development will move into Phase 3 if financially feasible.
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*Breakdown of Unit Test*
EXHIBIT J

Master Schedule
### Alice Griffith Master Schedule

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*Subject to agreement on Developable Lot Post-Closing Conditions*
EXHIBIT K

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**Note:** The above table represents the daily rental costs for varying numbers of people.
EXHIBIT L
Form of Ground Lease

TO BE ATTACHED AFTER HOUSING AUTHORITY COMMISSION MEET IN DECEMBER
EXHIBIT M

Form of Agency Loan Agreement