

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 32-2020

Adopted November 17, 2020

CONDITIONALLY AUTHORIZING A NINTH AMENDMENT TO THE MISSION BAY SOUTH OWNER PARTICIPATION AGREEMENT WITH FOCIL-MB, LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND, ADOPTING ENVIRONMENTAL REVIEW FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; MISSION BAY SOUTH REDEVELOPMENT PROJECT AREA

WHEREAS, On September 17, 1998, the former Redevelopment Agency of the City and County of San Francisco (“Redevelopment Agency”) approved, by Resolution No. 190-98, the Redevelopment Plan for the Mission Bay South Redevelopment Project (“Redevelopment Plan”). The Redevelopment Agency also conditionally authorized, by Resolution No. 193-98, the execution of the Mission Bay South Owner Participation Agreement (“South OPA”) and related documents with Catellus Development Corporation, a Delaware corporation (“Catellus”). On November 2, 1998, the San Francisco Board of Supervisors (“Board of Supervisors”), adopted, by Ordinance No. 335-98, the Redevelopment Plan; and,

WHEREAS, FOCIL-MB, LLC, (“FOCIL-MB”), a subsidiary of Farallon Capital Management, LLC, assumed all of Catellus’s obligations under the South OPA, as well as all responsibilities under the related public improvement agreements and land transfer agreements with the City and County of San Francisco (“City”). FOCIL-MB is bound by all terms of the South OPA and related agreements, including the requirements of the affordable housing program, equal opportunity program, and design review process; and,

WHEREAS, On February 1, 2012, state law dissolved the Redevelopment Agency and required the transfer of certain of its assets and obligations to the Successor Agency to the Redevelopment Agency (“Successor Agency”), commonly known as the Office of Community Investment and Infrastructure (“OCII”) (Cal. Health & Safety Code §§ 34170 *et seq.*, “Redevelopment Dissolution Law”). On June 27, 2012, the Redevelopment Dissolution Law was amended to clarify that successor agencies are separate public entities from the city or county that had originally established a redevelopment agency and that they succeed to the organizational status of the former redevelopment agency to complete any work related to an approved enforceable obligation, Cal. Health & Safety Code § 34173 (g); and,

WHEREAS, The Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12, which, among other matters: (a) acknowledged and confirmed that the Successor Agency is a separate legal entity from the City, and (b) established this Successor Agency Commission (“Commission”) and delegated to it the authority to (i) act in place of the Redevelopment Agency Commission to, among other matters, implement, modify, enforce and complete the Redevelopment Agency’s enforceable obligations, (ii) approve all contracts and actions related to the assets transferred to or retained by the Successor Agency, including, without limitation, the authority to exercise land use, development, and design approval, consistent with applicable enforceable obligations, and (iii) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that this Commission deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations; and,

WHEREAS, The Board of Supervisors’ delegation to this Commission includes the authority to grant approvals under specified land use controls for the Mission Bay Project consistent with the approved Redevelopment Plan and enforceable obligations, including amending an existing obligation as allowed by the Redevelopment Dissolution Law; and,

WHEREAS, Redevelopment Dissolution Law required creation of an oversight board to the successor agency and provided that with approval from its oversight board and the State Department of Finance (“DOF”), a successor agency may continue to implement “enforceable obligations” such as existing contracts, bonds and leases, that were executed prior to the suspension of redevelopment agencies’ activities. On January 24, 2014, DOF finally and conclusively determined, among other things, that the South OPA is an enforceable obligation pursuant to Health and Safety Code Section 34177.5(i); and,

WHEREAS, Redevelopment Dissolution Law authorizes an oversight board, subject to review by DOF, to amend an enforceable obligation, if “it finds that amendments . . . would be in the best interests of the taxing entities.” Health and Safety Code Section 34181(e). Among the factors that an oversight board may consider in determining the “best interests of the taxing entities” are a reduction in liabilities and an increase in net revenues to the taxing entities. Id. ; and,

WHEREAS, Mission Bay South Block 43, Parcel 7 (“Parcel 7”) is an 1.13-acres site bounded by the Park P7 to the north, Owens Street on the east, A Street (a private street) on the south, and Caltrain right-of-way and I-280 freeway to the west; and,

WHEREAS, ARE-San Francisco No. 15, LLC acquired Parcel 7 from Catellus on or about September 1, 2004; and,

WHEREAS, The Successor Agency has prepared a proposed ninth amendment to the South OPA (“OPA Amendment”) in conjunction with an amendment to the Redevelopment Plan to allow the development of mixed-use life sciences facility on Parcel 7 and to increase the total leasable square footage of Commercial Industrial uses that may be developed in the Mission Bay South Plan Area (“Plan Area”) from approximately 5,953,600 leasable square feet to approximately 6,123,600 leasable square feet; provided that this additional leasable square feet is located only on Parcel 7 and provided further that the maximum average floor area ratio for Commercial Industrial and Commercial Industrial/Retail uses is increased from 2.9:1 to 2.95:1 solely to account for new development on Parcel 7 ; and,

WHEREAS, The proposed OPA Amendment would provide for development on Parcel 7 of an approximately 170,000 Commercial Industrial leasable square feet mixed-use life sciences facility including research and laboratory space, up to 49,999 square feet of office space, meeting rooms, and ground floor neighborhood-serving retail (“Parcel 7 Project”). Mixed-use life sciences development on Parcel 7 would be required to pay impact fees to fund affordable housing and childcare, as well as comply with certain requirements related to small business hiring and local hiring and fund certain open space maintenance costs. These fees have the effect of reducing liabilities and increasing net revenue to the taxing entities; and,

WHEREAS, The maximum amount of Commercial Industrial uses allowed under the South OPA does not currently provide sufficient Commercial Industrial leasable square footage to accommodate development on Parcel 7; and,

WHEREAS, Parcel 7 has been used previously as a surface parking lot and is currently underutilized, thereby contributing to blight within the Project Area. Development of the Parcel 7 Project would promote the objectives and policies of the Redevelopment Plan; and,

WHEREAS, By allowing for the mixed-use life sciences facility, the OPA Amendment will support the full economic use of Parcel 7 and will accelerate the completion of development under the Redevelopment Plan, the South OPA and the related enforceable obligations. The increase in the limitation on Commercial Industrial allocated to Parcel 7 is expected to result in its development, which would generate more revenues from property taxes payable to the taxing entities, including the City and County of San Francisco, the Bay Area Rapid Transit District, the San Francisco Community College District, the San Francisco Unified School District, the San Francisco County Office of Education, as well as the State of California, compared with the existing conditions. The OPA Amendment does not propose any new capital expenditures by the Successor Agency or any change in the Successor Agency’s overall method of financing the redevelopment of the Mission Bay South Project Area, and will accelerate the completion of development under the Redevelopment Plan and the South OPA; and,

WHEREAS, The OPA Amendment is in the best interests of the taxing entities by increasing property tax revenues and accelerating the wind down of redevelopment affairs in the Plan Area; and,

WHEREAS, On July 9, 2020, the Mission Bay Citizens Advisory Committee considered the OPA Amendment and recommended approval of the OPA Amendment by the Successor Agency Commission; and,

WHEREAS, On November 17, 2020, the Commission adopted Resolution No. 29-2020, by which the Commission determined that the Final Mission Bay Subsequent Environmental Impact (therein defined), together with further analysis provided in Addendum No. 10, remains adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq., "CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.), for purposes of evaluating the potential environmental effects of the OPA Amendment; and,


WHEREAS, The environmental effects of the OPA Amendment have been analyzed in the environmental documents as described in Commission Resolution No. 29-2020. Copies of the environmental documents are on file with the Commission Secretary; now, therefore be it

RESOLVED, That the Commission hereby finds that for purposes of compliance with CEQA, the OPA Amendment is included in the actions identified in Resolution No. 29-2020 adopted concurrently with this Resolution; and, be it further

RESOLVED, That in Resolution No. 29-2020, the Commission adopted findings that various actions, including the OPA Amendment, were in compliance with CEQA. Said findings, which are on file with the Commission Secretary, are in furtherance of the actions contemplated in this Resolution and are made part of this Resolution by reference herein; and, be it further

RESOLVED, That the Commission approves the OPA Amendment substantially in the form attached hereto as Exhibit A, subject to the approval of the fifth amendment of the Redevelopment Plan by the Board of Supervisors and subject further to the final approval of the OPA Amendment by the Oversight Board and the California Department of Finance.

I hereby certify that the foregoing resolution was adopted by the Successor Agency Commission at its meeting of November 17, 2020.



Commission Secretary

Exhibit A: Ninth Amendment to the Mission Bay South Owner Participation Agreement

Exhibit A:

Free Recording Pursuant to Government Code Section 27383 and 27388.1 at the Request of the Successor Agency to the Redevelopment Agency of the City and County of San Francisco

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Successor Agency to the Redevelopment Agency of the City and County of San Francisco
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
Attn: Executive Director

Block 8709, Lot 017
1450 Owens St., SF, CA

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

**NINTH AMENDMENT TO
MISSION BAY SOUTH OWNER PARTICIPATION AGREEMENT**

Dated as of _____

By and Between

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

and

FOCIL-MB, LLC

Exhibit A:

NINTH AMENDMENT TO MISSION BAY SOUTH OWNER PARTICIPATION AGREEMENT

THIS NINTH AMENDMENT TO MISSION BAY SOUTH OWNER PARTICIPATION AGREEMENT (this “Amendment”), dated for reference as of _____, is by and between the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body established and existing under the laws of the State of California (the “Successor Agency”), commonly known as the Office of Community Investment and Infrastructure, and FOCIL-MB, LLC, a Delaware limited liability company (“Owner” or “FOCIL”). All initially capitalized terms in this Amendment shall have the meanings set forth in the “South OPA” (as defined below), unless otherwise specifically provided in this Amendment.

THIS NINTH AMENDMENT is made with reference to the following facts and circumstances:

- A. The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) adopted the Redevelopment Plan for the Mission Bay South Redevelopment Project on November 2, 1998, by Ordinance No. 335-98, and amended such Redevelopment Plan on July 9, 2013, by Ordinance No. 143-13, on March 6, 2018, by Ordinance No. 032-18, and on _____, 2020, by Ordinance No. _____ (as amended, the “Redevelopment Plan”). The Redevelopment Plan establishes, among other things, land use controls for the Mission Bay South Project Area (“South Plan Area”).
- B. The Redevelopment Agency of the City and County of San Francisco (“Former Agency”) entered into that certain Mission Bay South Owner Participation Agreement (“Original OPA”), dated as of November 16, 1998, and recorded December 3, 1998, as Document No. 98-G477258-00 in the Official Records of the City and County of San Francisco (“Official Records”), and which was subsequently amended by (i) that certain First Amendment to Mission Bay South Owner Participation Agreement, dated as of February 17, 2004, and recorded March 4, 2004, as Document No. 2004-H669955 in the Official Records (“First Amendment”); (ii) that certain Second Amendment to Mission Bay South Owner Participation Agreement, dated as of November 1, 2005, and recorded November 30, 2005, as Document No. 2005-I080843 in the Official Records (“Second Amendment”); (iii) that certain Third Amendment to Mission Bay South Owner Participation Agreement, dated as of May 21, 2013, and recorded December 9, 2013, as Document No. 2013-J802261 in the Official Records (“Third Amendment”); (iv) that certain Fourth Amendment to Mission Bay South Owner Participation Agreement dated as of June 4, 2013, and recorded December 9, 2013, as Document No. 2013-J802262 in the Official Records (“Fourth Amendment”), (v) that certain Fifth Amendment to Mission Bay South Owner Participation Agreement dated as of April 29, 2014, and recorded August 15, 2014, as Document No. 2014-J927657 (“Fifth Amendment”); (vi) that certain Sixth Amendment to Mission Bay South Owner Participation Agreement dated as of July 26, 2018, and recorded August 13, 2018, as Document No. 2018-K654772 (“Sixth Amendment”); (vii) that certain Seventh Amendment to Mission Bay South Owner

Exhibit A:

Participation Agreement dated as of _____, 2020, and recorded _____, 2020, as Document No. _____ (“Seventh Amendment”); and (viii) that certain Eighth Amendment to Mission Bay South Owner Participation Agreement dated as of _____, 2020, and recorded _____, 2020, as Document No. _____ (“Eighth Amendment”). The Original OPA, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment, is hereafter referred to as the “South OPA.” The South OPA establishes, among other things, terms for the private development of improvements within the South Plan Area, including limits on the amount of mixed office, research and development, and light manufacturing (collectively “Commercial Industrial”) uses.

- C. Owner and its successors have diligently pursued development within the South Plan Area, but portions of the South Plan Area remain vacant, underutilized, and otherwise contribute to conditions of blight within the South Plan Area. Such portions include Assessor’s Block 8709, Lot 017, commonly known as 1450 Third Street, San Francisco, California, and more particularly described in Exhibit A attached hereto (herein, the “Property”). The Property is owned by ARE-San Francisco No. 15, LLC (“ARE-SF 15”), who was assigned certain rights and delegated certain obligations under the South OPA with respect to Mission Bay South Land Use Blocks 41, 42, and 43 (which includes the Property) pursuant to that certain Assignment, Assumption and Release Agreement, effective as of September 1, 2004, and recorded September 1, 2004, as Document No. 2004-H802114 in the Official Records (the “Assignment and Assumption Agreement”).
- D. On February 1, 2012, the State of California, pursuant to California Health and Safety Code §§ 34170 *et seq.* (the “Redevelopment Dissolution Law”), dissolved all redevelopment agencies in the state and established successor agencies to assume certain rights and obligations of the dissolved redevelopment agencies. Pursuant to the Redevelopment Dissolution Law, the Former Agency was dissolved and all of the Former Agency’s assets and obligations were transferred to the Successor Agency, except for certain affordable housing assets that were transferred to the City and County of San Francisco (the “City”) and placed under the jurisdiction of the Mayor’s Office of Housing and Community Development.
- E. On October 2, 2012, the Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12, which was signed by the Mayor on October 4, 2012, and which, among other matters, delegated to the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure (“Commission”), the authority to (i) act in the place of the Former Agency Commission to implement, modify, enforce and complete the surviving redevelopment projects (including, without limitation, the Mission Bay South Project), certain affordable housing obligations (the “Retained Housing”).

Exhibit A:

Obligations”), and all other enforceable obligations, except for those enforceable obligations for affordable housing transferred to the City and placed under the jurisdiction of the Mayor’s Office of Housing and Community Development (provided that the Commission may not modify the surviving redevelopment projects or the Retained Housing Obligations in any manner that would decrease the commitment of property tax revenue for affordable housing or materially change the obligations to provide affordable housing without obtaining the approval of the Board of Supervisors and any required approval of the Oversight Board of the City and County of San Francisco (the “Oversight Board”); (ii) approve all contracts and actions related to the assets transferred to or retained by the Successor Agency, including, without limitation, the authority to exercise land use, development and design approval authority for the surviving redevelopment projects, and the approval of amendments to redevelopment plans as allowed under the Redevelopment Dissolution Law and subject to adoption of such plan amendments by the Board of Supervisors and any required approval by the Oversight Board, consistent with applicable enforceable obligations; and (iii) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and other action that the Commission deems appropriate consistent with the Redevelopment Dissolution Law to comply with such obligations, subject to any approval of the Oversight Board as may be required under the Redevelopment Dissolution Law.

- F. The Board of Supervisors’ delegation to the Commission includes authority to approve and amend all contracts and actions relating to the assets transferred to or retained by the Successor Agency, including the South OPA, subject to approval by the Oversight Board and review by the California Department of Finance (“DOF”), as provided under the Redevelopment Dissolution Law.
- G. On January 24, 2014, DOF finally and conclusively determined that the South OPA is an enforceable obligation under the Redevelopment Dissolution Law. Letter, J. Howard to T. Bohee, Re: “Request for Final and Conclusive Determination” (Jan. 24, 2014).
- H. ARE-SF 15 proposes to develop the Property with a mixed-use life sciences facility including approximately 170,000 Leasable square feet of Commercial Industrial uses (“Project”). Previous development in the South Plan Area has used all of the Leasable square footage available for Commercial Industrial uses and, thus, the Redevelopment Plan (which allows up to 5,953,600 Leasable square feet of Commercial Industrial uses for the entire South Plan Area) and the South OPA (which allows up to 5,000,000 Leasable square feet of Commercial Industrial uses for the portion of the South Plan Area covered by the South OPA) will have to be amended to allow for the increase of 170,000 Leasable square feet (the “Additional Development”), which such Additional Development would result in a maximum Floor Area Ratio, as defined in the Redevelopment Plan, for the Property not to exceed 3.57:1.

Exhibit A:

- I. Section 34181(e) of the Redevelopment Dissolution Law authorizes the Oversight Board to amend an enforceable obligation if it determines, subject to DOF review, that the amendment would be in the best interests of the taxing entities.
- J. FOCIL and the Successor Agency wish to enter into this Amendment to implement an amendment to the Redevelopment Plan approved by the Board of Supervisors (by Ordinance No. [_____-20] ([_____, 2020]) that authorizes the Additional Development. The Redevelopment Plan did not previously allow the Additional Development and, therefore, the affordable housing and open space obligations under the Redevelopment Plan and South OPA need to be supplemented to account for any potential effects related to the Additional Development. Accordingly, this Amendment requires the application of the City's Jobs-Housing Linkage Fee and an annual open space maintenance fee to the Project. These fees are not redundant of the affordable housing and open space program of the Redevelopment Plan and the South OPA and are necessary to account for any potential effects related to the development of the Project. In addition to these affordable housing and open space fees, the Project is also subject to those Development Fees or Fees authorized under Section 304.9.C(ii) of the Redevelopment Plan.
- K. This Amendment fulfills the following objectives:
 - (a) development of the Project would promote the objectives and policies of the Redevelopment Plan, including, among others, eliminating blighting influences; retaining and promoting within the City academic and research activities; providing flexibility in the development of the South Plan Area to respond readily and appropriately to market conditions; and providing opportunities for participation by owners in the redevelopment of their properties;
 - (b) as amended hereby, the South OPA will continue to benefit the taxing entities because it will directly and indirectly increase the amount of revenues to the taxing entities from the Property and the South Plan Area by facilitating the development of a blighted and undeveloped portion of the South Plan Area, promoting the revitalization of the South Plan Area consistent with the Redevelopment Plan, and permitting further investment in the South Plan Area; and
 - (c) this Amendment would facilitate the implementation of redevelopment of the Property with the Project without increasing the Successor Agency's obligation to commit any property tax revenues (formerly tax increment) for that redevelopment, and has no adverse fiscal impact on the completion of the remaining development required under the South OPA because implementation of redevelopment of the Property in conformance with this Amendment will result in increased tax revenues.

Exhibit A:

- L. The parties acknowledge and agree that concurrently with the execution hereof, FOCIL, ARE-SF 15, and the Successor Agency will enter into a first amendment to the Assignment and Assumption Agreement (the "Assignment and Assumption Amendment"), whereby ARE-SF 15 will agree to comply with all applicable terms and conditions set forth in this Amendment. Such Assignment and Assumption Amendment, under terms and conditions set forth therein, will release FOCIL from all applicable obligations set forth in this Amendment.
- M. The Oversight Board, consistent with its authority under the Redevelopment Dissolution Law, determined that amendments the South OPA that increase the total Leasable square footage of Commercial Industrial uses in the South Plan Area, and that make other conforming changes, are in the best interests of the taxing entities.
- N. Under the Redevelopment Dissolution Law, DOF must receive notice and information about all Oversight Board actions, which do not take effect until DOF has either not requested review within 5 days of the notice or requested review and approved the action within 40 days of its review request. On [_____, 2020], the Successor Agency provided a copy of Oversight Board Resolution No. [_____-2020] to DOF, which did not object to the amendment to the South OPA within the statutory time period for its review, or which approved the amendment to the South OPA within the statutory time period of the Successor Agency's review request.
- O. FOCIL and the Successor Agency wish to enter into this Amendment to allow for the development of the Project.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Successor Agency and FOCIL agree as follows:

1. Amendments To South OPA.

1.1. Maximum Amount of Leasable Square Footage of Commercial Industrial Uses. Wherever the South OPA (as amended and including, without limitation, any Attachment thereto) contains a reference to the total leasable square footage of Commercial Industrial uses, including office, research and development, and light industrial uses, specifically "five million (5,000,000) Leasable square feet," such references shall be deemed to be amended to refer to "5,170,000 Leasable square feet." Of such 5,170,000 Leasable square feet, 170,000 Leasable square feet shall be allocated to the Property and cannot be used on any site other than the Property. In addition, the maximum Floor Area Ratio, as defined in the Redevelopment Plan, for the Property shall not exceed 3.57:1.

1.2. Scope of Development. Section I.B.4 of Attachment B (Scope of Development) is hereby amended and restated to read as follows:

I.B.4. Up to approximately 5,170,000 Leasable square feet of Commercial Industrial uses, as defined in the Mission Bay South Redevelopment Plan.

Exhibit A:

1.3. Open Space Maintenance. Section 4.3 is amended to include the following new subsection 4.3.2:

“4.3.2 Open Space Maintenance. In order to account for any potential effects related to the development of the “Project” (as defined in the Ninth Amendment to Mission Bay South Owner Participation Agreement (the “Ninth Amendment”)), Owner shall record, or have recorded, a declaration of restrictions requiring Owner to make a separate annual payment to the Successor Agency, or its designee, to be used solely for the maintenance of Open Space Parcels. Such payment shall be in an amount equal to \$50,000, shall begin as of the date when the First Construction Document (as defined in Article 4, Section 401 of the San Francisco Planning Code as of the date of the Ninth Amendment) for the Project has been issued, shall continue for so long as the Project remains in operation, and shall be adjusted annually to reflect annual changes in the average Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward, CA statistical area (all items, index base period 1982-84=100).”

2. Small Business Enterprise Policy. Owner agrees to comply with the Successor Agency’s Small Business Enterprise Policy, as adopted by Commission Resolution No. 43-2015 (July 7, 2015), in the construction of the Project, including all tenant improvements constructed within the Project.
3. Fees or Exactions. Owner agrees to comply with the City’s Jobs-Housing Linkage Fee (as set forth in Planning Code Article 4, Section 413.5(d)(1) and (e)(1)) and Transportation Sustainability Fee, but exclusive of Fees or Exactions for open space.
4. Child-Care Requirements. Owner agrees the City’s Child-Care Requirements for Office and Hotel Development Projects (Planning Code Article 4, Section 414 or successor program) shall be applied to office and research and development uses of the Project.
5. Agency Costs. The costs incurred by the Successor Agency and the City Agencies in connection with the negotiation of the Project and this Amendment and related documents, including, without limitation, the amendment to the Redevelopment Plan, the amendment to the Design for Development, any amendment to the Major Phase applicable to the Property, and environmental review documentation to comply with the California Environmental Quality Act, shall be deemed, under Article 6 of the South OPA, to be Agency Costs.
6. General Provisions.
 - 6.1. South OPA in Full Force and Effect. Except as otherwise amended by this Amendment and as previously revised under instruments signed by the Successor Agency and the Owner to reflect various non-material changes, all terms, covenants, conditions and provisions of the South OPA shall remain unmodified, and in full force and effect.

Exhibit A:

6.2. Representations and Warranties By Parties. The parties represent and warrant to each other as follows:

6.2.1. Authority and Enforceability. Each party has the power and authority to enter into this Amendment. This Amendment, when executed and delivered by each of the parties, will be valid and binding and enforceable against each signatory party in accordance with its terms.

6.2.2. Advice of Counsel. Each party (i) has had the opportunity to seek the advice of counsel concerning this Amendment and the transactions contemplated hereby, (ii) has been fully advised of the meaning and effect of this Amendment and such transactions as are contemplated in this Amendment, and (iii) has executed this Amendment after independent investigation without reliance on any representation, warranty, promise or inducement not specifically set forth in this Amendment.

6.3. Successors and Assigns. This Amendment is binding upon and will inure to the benefit of the successors and assigns of the parties, subject to the limitations on assignment set forth in the South OPA.

6.4. Entire Agreement. This Amendment (together with the South OPA) constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the terms and conditions mentioned in or incidental to this Amendment. No parole evidence of any prior draft of this Amendment shall be permitted to contradict or vary the terms of this Amendment.

6.5. Further Assurances. The parties agree to execute and acknowledge such other and further documents as may be necessary or reasonably required to express the intent of the parties or otherwise effectuate the terms of this Amendment. Subject to approvals required by law, the Successor Agency's Executive Director is authorized to execute on behalf of the Successor Agency any contracts, agreements, memoranda or similar documents with State, regional or local entities or other Persons that are necessary or proper to achieve the purposes and objectives of this Amendment and do not materially increase the liability or obligations of the Successor Agency under this Amendment, if the Executive Director, in consultation with the Successor Agency's General Counsel, determines that the document is necessary or proper for the purposes and objectives of this Amendment and in the Successor Agency's best interests. The Executive Director's signature of any such document shall conclusively evidence such a determination by him or her.

6.6. No Third Party Beneficiaries. This Amendment is made and entered into for the sole protection and benefit of the parties to this Amendment and their successors and assigns, which includes ARE-SF 15. No other Person shall have or acquire any right or action based upon any provisions of this Amendment.

6.7. Cooperation. In connection with this Amendment, FOCIL, on the one hand, and the Successor Agency, on the other hand, shall reasonably cooperate with one another to achieve the objectives and purposes of this Amendment.

Exhibit A:

6.8. Interpretation of Amendment.

6.8.1. Words of Inclusion. The use of the term “including,” “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

6.8.2. No Presumption Against Drafter. This Amendment has been negotiated at arm’s length and amongst parties sophisticated and knowledgeable in the matters dealt with in this Amendment. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Amendment shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Amendment (including, but not limited to, California Civil Code Section 1654).

6.8.3. Recitals. The Recitals in this Amendment are included for convenience of reference only and are not intended to create or imply covenants under this Amendment. In the event of any conflict or inconsistency between the Recitals and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

6.8.4. Captions. The captions preceding the Articles and Sections of this Amendment have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this Amendment.

6.9. Counterparts. This Amendment may be executed in any number of counterparts, all of which together shall constitute the original agreement hereof.

[The remainder of this page is intentionally left blank]

Exhibit A:

IN WITNESS WHEREOF, the Successor Agency has caused this Amendment to be duly executed on its behalf and Owner has signed or caused this Amendment to be signed by duly authorized persons, all as of the day first above written.

Authorized by Successor Agency Resolution

No. _____, adopted _____, 2020.

<p>SUCCESSOR AGENCY:</p> <p>Successor Agency to the Redevelopment Agency of the City and County of San Francisco</p> <p>By: _____ Name: Nadia Sesay Title: Executive Director</p> <p>Approved as to Form:</p> <p>By: _____ Name: James Morales Title: General Counsel</p>	<p>OWNER:</p> <p>By: _____ Name: Title:</p>
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Exhibit A:

**EXHIBIT A
Legal Description of Property**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

Lot 17, as shown on Final Map No. 4375, filed April 8, 2009, in Book CC of Survey Maps at Pages 123 through 131, inclusive, in the Office of the Recorder of the City and County of San Francisco, California.

[Assessor's Block 8709, Lot 017]

[The foregoing legal description does not include any exceptions or reservations or any easements or other rights that may be appurtenant to such real property]