SAN FRANCISCO CITY AND COUNTY (SAN FRANCISCO)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)

July 1, 2013 through December 31, 2013

EXHIBIT A-4

Item #	Project Name / Debt Obligation	Notes/Comments
1	Agency Admin Operations	Personnel costs covered by the Administrative Cost Allowance
2	Agency Admin Operations	Direct project personnel costs
3	Agency Admin Operations	Personnel costs covered by other sources such as developer reimbursements
4	Agency Admin Operations	Administrative costs (rent, professional services, office supplies, other operating expenses) covered by the Administrative Cost Allowance; professional services includes services provided by the City Administrator's Office, the Controller's Office, the City Attorney's Office, and other City services.
5	Agency Admin Operations	Administrative costs (rent, professional services, office supplies, other operating expenses) covered by the other sources such as developer reimbursements
6	Agency Admin Operations	PROPOSED FOR DELETION. Insurance costs are included above
7	Agency Admin Operations	PLACEHOLDER FOR FUTURE ROPS: In the event the contract is canceled, an acutarial study will be required to determine the actual liability
8	Agency Admin Operations	PLACEHOLDER FOR FUTURE ROPS: In the event the contract is canceled, an acutarial study will be required to determine the actual liability
9	Agency Admin Operations	Ongoing retiree medical costs
10	Agency Admin Operations	PROPOSED FOR DELETION
11	Property management of select Agency/City-owned properties	Property management costs associated with Agency owned parcels. Contract expires 3/31/13. Agency expects to extend contract, pending final disposition strategy in DOF-approved Property Management Plan. A portion of this contract is paid with housing funds, and appears on the housing ROPS.
12	Resolution No. 25-2010: APPROVING AN AMENDMENT OF THE AGENCY'S FISCAL YEAR 2009-2010 BUDGET	PLACEHOLDER FOR FUTURE ROPS: SFRA used housing funds to pay FY 09-10 SERAF payment; outstanding balance of $16.483M
13	Third Amendment to a Personal Services Contract with Elation Systems, Inc.	PROPOSED FOR DELETION; costs included in Agency Admin Operation lines (#'s 4 & 5)
14	Letter Agreement with the Office of Economic and Workforce Development (OEWD)	Construction workforce referrals for Agencyobligations in Southeast neighborhoods
15	Grant Agreement for Bayview Opera House	DELETED THROUGH ROPS III DOF DETERMINATION
16	Grant agreement for Bayview Opera House Plaza	This grant and the grant funds are part of a combined capital improvement project that includes others public funding sources, including federal funds. The SFRA funds were used as a local match to a federal Dept. of Transportation grant for a portion of the project. The San Francisco Municipal Transportation Authority is expected to draw down the $785,000 grant by December 2013. This transportation investment is required to be provided as local funding for implementation of the neighborhood component of the federal Choice Neighborhood Initiative Grant.
17	College Track	This is a contingent liability arising out of an indemnification agreement signed by the Agency, SFCIF and SFCIF SUB CDE 1. The liability ranges from 2.47 - 4.7 million based upon the time of occurrence. The liability is only triggered under 4 limited circumstances as described in the Indemnity Agreement.
18	Alice Griffith Public Housing Transformation Plan: Choice Neighborhood Implementation Grant	PROPOSED FOR DELETION
19	Shoreview Park (1 Lillian)	Property management costs associated with Agency owned parcel.
20	Ground Lease Agreement - Cala Foods - 345 Willilams Street	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. This asset will be included in the Successor Agency's property management plan.
21	DDA Phase 1, Horizontal Disposition and Development Agreement	This item and the payments listed in Items 22-29 relate to the enforceable obligations under the Hunters Point Shipyard Phase 1 Disposition and Development Agreement ("Phase 1 DDA") whereby the master developer, as a party to the Phase 1 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities. The Successor Agency advances these payments, which will be subsequently reimbursed by the developer, as required under the Phase 1 DDA. Future Successor Agency payments to implement the Phase 1 DDA will appear in future ROPS. Total Outstanding Debt or Obligation reflects the total estimated under the Phase 1 DDA with HPS Development Co, LP, which is paid from CFD Bond Proceeds and developer sources. Total outstanding obligation may increase.

Item #	Project Name / Debt Obligation	Notes/Comments
22	Letter Agreement	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for the reimbursement of City/Agency costs on an as-needed basis.
23	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for reimbursement of City/Agency costs on an as-needed basis.
24	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for reimbursement of City/Agency costs on an as-needed basis.
25	Consulting Contract	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. A Site Office/ Administrative Services and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services.
26	DDA Phase 1	Source of Funds: Developer Reimbursement. The creation of a Quasi-Public Entity ("Legacy Foundation for BVHP"), a Community Benefits Budget, and transfer of such funds to the Legacy Foundation for BVHP are required by the Phase 1 DDA Attachment 23 Sections 2. Establishment of a Quasi-Public Entity and 3.2 Community Benefits Budget. A fiscal agent contractor has not been identified for the program to be funded and therefore the funds have not been disbursed. The funds are anticipated to be disbursed in a future ROPS period.
27	Security Service	Source of Funds: Developer and Navy Reimbursement. Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. Security Services are required by Phase 1 DDA and the HPS Conveyance Agreement, Interim Lease, 6.5 Security Services. Future contract amendments of $400,000 anticipated in January 2014.
28	Consulting Contract	**Proposed for Deletion**: Source of Funds: Developer Reimbursement. Per Phase 1 DDA Vertical DDA, specialized insurance consulting. Contract has not actually completed; Successor Agency will be advancing the $9,000 remaining in the contract to the Jan - June 2012 period. Invoices previously anticipated to be paid in July to December 2012 will be instead be paid in January - June 2013.
29	Interim Lease w/Lennar	Source of Funds: Developer Reimbursement. Pursuant to HPSY Phase 1 DDA Item 65, developer and/or the Successor Agency are required to fund or provide security and property management services. Services are procured on an as-needed basis.
30	Phase 2 DDA	Source of Funds: Developer Reimbursement. This item and the payments listed in Items 31-48 relate to the enforceable obligations under the Candlestick Point-Hunters Point Shipyard Disposition and Development Agreement ("Phase 2 DDA") whereby the master developer, as a party to the Phase 2 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities. The Successor Agency advances these payments, which will be subsequently reimbursed by the developer as required under the Phase 2 DDA from RPTTF, CFD bond proceeds and developer sources. The total amount of these advances over a twenty year period is estimated to be $158 million for a variety of payees who will provide the services required under the Phase 2 DDA. Future Successor Agency payments to implement the Phase 2 DDA will appear in sub lines following this master line in future ROPS. The $158 million Total Outstanding Debt or Obligation reflects the total estimated reimbursable City/Agency costs. Total outstanding obligation may increase. The $158 million is part of the $ 3.95 billion that is listed in line 66 and that the successor agency will pay for qualified project costs over the term of the Phase 2 DDA.
31	Consulting Services	Source of Funds: Developer Reimbursement. Relocation planning and the provision of relocation benefits are required under the Federal Uniform Relocation Act. The creation of new artist facilities and the relocation of existing HPS artists to a new facility are required by the Phase 2 DDA Community Benefits Plan Section 3.4 Additional Community Facilities. A contract amendment is anticipated for February 2014.
32	Legal Services Contract	These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendments anticipated: $300,000 in FY 13-14; $490,000 in FY14-15; and $300,000 post 2015.

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Item #	Project Name / Debt Obligation	Notes/Comments
33	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources.
34	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis.
35	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis.
36	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis.
37	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 65 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis.
38	Insurance consulting and placement	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis.
39	Transportation Plan Coordination (Peter Albert)	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 66 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis.
40	TIFIA Loan Agreement	Under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing requires the Agency to pursue "other methods of Public Financing for Project Costs...including tax-exempt bonds, taxable bonds, tax-credit bonds, federal or State loans issued by the Agency, the City, or a joint powers authority for application towards Qualified Project Costs." Accordingly, the Agency will act as a pass-through for loan proceeds for the US Department of Transportation's "Transportation Infrastructure Finance and Innovation Act" ("TIFIA") loan program for qualified transportation-related project costs, total amount of proceeds to be determined.
41	Legal Service Contact	Source of Funds: Developer Reimbursement. The costs of consultant services and fees associated with pursing alternative forms of financing are authorized under the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Hunters Point Shipyard Phase 2 - Candlestick Point project in the amount of not to exceed $300,000 is anticipated.
42	Legal Services Contract	Source of Funds: Developer Reimbursement. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, "effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point "CP") that are or may be held subject to the public trust" under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. Future contract amendment to provide specialized legal services primarily related to public trust and state park issues for the Candlestick Point - Hunters Point Shipyard Phase 2 project in the amount of not to exceed $600,000 is anticipated.

Item #	Project Name / Debt Obligation	Notes/Comments
43	State Lands Staff Reimbursement	Source of Funds: Developer Reimbursement. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, "effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point "CP") that are or may be held subject to the public trust" under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. Services are provided and reimbursed on an as-needed basis pursuant to the Trust Exchange Agreement.
44	State Parks Staff Reimbursement	Source of Funds: Developer Reimbursement. The Phase 2 DDA Sections 6.1 Trust Exchange and 6.2.1 CP State Park Site, places a legally binding obligation on the Agency to, "effectuate the planned consolidation and reconfiguration of lands within the Project Site (HPS and Candlestick Point "CP") that are or may be held subject to the public trust" under the jurisdiction of the State Lands Commission, and or the California Department of Parks and Recreation. The costs of consultant services and fees associated with this are enforceable obligations. State Parks staff time and services to be provided on an as-needed basis, with costs to be reimbursed by the Successor Agency pursuant to the Parks Exchange Agreement.
45	State Parks Exchange Agreement	Source of Funds: Developer Reimbursement. Total outstanding debt as of 6/30/2013 is equal to $7,000,000, and is captured within the amount listed under the Phase 2 DDA Master Line. Anticipated land acquisition costs per Park Exchange Agreement.
46	TIFIA Loan Agreement	Source of Funds: Developer Reimbursement. Application fee for TIFIA loan application, pursuant to the Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing. The total application fee is equal to $50,000 and is captured within the amount listed under the Phase 2 DDA Master line. Once fee is paid, this Item will be removed from future ROPS.
47	Priority assessment services	Source of Funds: Developer Reimbursement. The Phase 2 DDA Section 19. Agency Costs and the Interagency Cooperative Agreement Section 6.4 City's Cost Recovery both allow for reimbursement of City/Agency costs. These costs are captured within the amount listed under the Phase 2 DDA Item 65 and will be reimbursed pursuant to the Phase 2 DDA from RPTTF, CFD Bond Proceeds and developer sources. The required services are provided on an as-needed basis.
48	Financial Services	The costs of consultant services and fees associated with pursing alternative forms of financing are authorized under the Phase 1 & Phase 2 DDA Financing Plan, Section 4.2 Alternative Financing.
49	Phase 2 DDA & Tax Increment Allocation Pledge Agreement	FINAL & CONCLUSIVE DETERMINATION (12.14.12); Required under the Phase 2 DDA Financing Plan. Pledge of all available Net Tax Increment from Project Area (BVHP Zone 1 and HPSY) obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay Lennar for infrastructure. Estimate; actuals will vary with actual cost of infrastructure and timing of issuance of bonds. Tax increment is irrevocably pledged to provide for direct reimbursement and payment of debt service on bonds, the proceeds of which reimburse master developer for infrastructure installed in plan area.
50	EDA Grant Agreement	**FEDERAL GRANT FUNDS:** This item and the payments listed in Items below relate to the enforceable obligations under a grant from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District".
51	Public Art Consulting Contract	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. 10% local match to be funded by RPTTF.
52	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
53	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
54	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
55	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
56	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
57	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to funded by RPTTF.

Item #	Project Name / Debt Obligation	Notes/Comments
58	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
59	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016 to allow the artist to complete his/her art piece. 10% local match to be funded by RPTTF.
60	Contract for the creation of 1 piece of public art	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract facilitates the creation of public art. This contract will be amended to expire in October 1, 2016. 10% local match to be funded by RPTTF.
61	Construction Contract	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This future contract is an enforceable obligation and will provide for the installation of public art. A contractor will be selected during a future ROPS period. 10% local match to be funded by RPTTF.
62	#813 Building Stabilization/ Improvements	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. This contract is for the development of an innovation technology center. 10% local match to be funded by RPTTF.
63	#813 Building Stabilization/ Improvements	Funded by State grant: CAL Reuse Grant for lead and asbestos abatement. This contract is for the stabilization of Building #813.
64	#813 Building Stabilization/ Improvements	Funded by State grant: CAL Reuse Grant for lead and asbestos abatement. This contract is for the stabilization of Building #813..
65	Consulting Contract	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. 10% local match to be funded by RPTTF. One year extension to be routed in September 2014.
66	Construction Contract	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. Contract expires at the completion of construction. 10% local match to be funded by RPTTF.
67	Building 813,CHRP, IAM and Other	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF.
68	Building 813,CHRP, IAM and Other	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. These services are used on an as-needed basis. 10% local match to be funded by RPTTF.
69	Construction Administration	Funded by economic development grants from the U. S. Department of Commerce, Economic Development Administration for the study and creation of an "Arts and Technology District" on HPS. Consultant has been selected but contract has not begun. 10% local match to be funded by RPTTF.
70	Modular Building (administration)	All Site Office/administrative services, and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services. Pursuant to HPSY Conveyance Agreement with U.S. Navy. 10% local match to be funded by RPTTF.
71	Legal Services Contract	Legal work associated with implementing EDA grants and contracts. These services are provided on an as-needed basis. 10% local match to be funded by RPTTF.
72	CAL ReUSE	**STATE GRANT FUNDS:** This item relates to the enforceable obligations under a CALReUSE grant from the State for lead/asbestos (brownfield) abatement.
73	Lead/asbestos abatement at HPS	PROPOSED FOR DELETION
74	Lead/asbestos abatement at HPS	PROPOSED FOR DELETION
75	Conveyance Agreement between the US Government and the Agency	This item and the payments related to Navy leases are enforceable obligations under the Conveyance Agreement, which is a transfer agreement between SFRA and Navy that expires when last parcel transferred. The Navy sells each parcel to SFRA for $1/each. These costs are being advanced by the developer under the Phase 2 DDA and will be reimbursed, in whole or in part, pursuant to the Phase 2 DDA from Bond Proceeds and/or the Redevelopment Property Tax Trust Fund at a later date.
76	Property Management	A Site Office/administrative services, and Maintenance Services are required by Phase 1 DDA, Interim Lease, Exhibit E-1 - Baseline Services. These services are provided on an as-needed basis.
77	Lease for Building 606 to SFPD	**PROPOSED FOR DELETION:** The contract will be assumed by the tenant, SFPD.
78	Lease Between the US Government and the Agency	Source of funds: City and County-SFPD rent payments. Pursuant to HPSY Conveyance Agreement with U.S. Navy. Lease payments from SF Police Department. The lease is on a month-to-month basis.
79	Consulting Contract	Source of funds:Developer Reimbursement and City and County-SFPD rent payments. Pursuant to HPSY Conveyance Agreement with U.S. Navy; Reimbursed by developer. The lease is on a month-to-month basis.

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80	Security Cooperative Agreement	Source of funds: Developer Reimbursement. Pursuant to HPSY Conveyance Agreement with U.S. Navy. This contract has expired and the Agency has issued a new RFP, the name of the payee may change, but the obligation is still required under the HPSY Conveyance Agreement with U.S. Navy.
81	Propane Gas for Bldg. 606	PROPOSED FOR DELETION
82	Consulting Contract	Source of Funds: Developer Reimbursement. The creation of an Interim African Marketplace is required by the Phase 1 DDA Attachment 24B Section 4. Interim African Marketplace, and the Phase 1 DDA Community Benefits Agreement Section 5. Interim African Marketplace. A consultant has not yet been selected.
83	Personal Services Contract with Mission Hiring Hall	PROPOSED FOR DELETION: Contract expired.
84	Mission Bay North Owner Participation Agreement	The OPA obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure. Assumes draws from tax increment and existing bond proceeds during next six months. New bond issuances anticipated in future periods, may be accelerated to this period. Total Outstanding Debt or Obligation will vary depending on the actual expenditures allowed under OPA with FOCIL-MB, LLC, and will be is paid both from Bond Proceeds and Tax Increment, and from CFD Bond Proceeds. The estimated remaining Obligation to FOCIL-MB, LLC is about $21 million, but may increase. Once the infrastructure is reimbursed, the tax increment will become available for affordable housing until the end of the OPAs. Successor Agency has estimated how much will be reimbursed through Reserve Balance, but if reserve balance is inadequate to pay infrastructure costs, Successor Agency will utilize Bond proceeds.
85	Mission Bay North CFD #4	As allowed under the MBN OPA, tax increment may be used to reimburse existing CFD#4 bonds. It is anticipated that the MBN tax increment will be used during this period to refinance and retire existing CFD#4 bonds. The actual amount of the bonds may vary depending on the market conditions at the time of issuance. The maximum amount necessary to retire all existing CFD#4 bonds is assumed.
86	Tax Increment Allocation Pledge Agreement	The Tax Increment Allocation Pledge Agreement obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure. The estimated remaining Obligation is around $300 million; actuals will vary with actual cost of infrastructure and timing of issuance of bonds. Tax increment is irrevocably pledged to provide for direct reimbursement and payment of debt service on bonds, the proceeds of which reimburse master developer for infrastructure installed in plan area. Debt Service payments are an obligation of the MBN Tax Increment Allocation Pledge Agreement, but the actual payments are shown under each individual bond line item below.
87	Mission Bay South Owner Participation Agreement	The OPA obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure. Assumes a new TI bond issuance. The $16.12 in RPTTF shown in Line 88 would be used to reimburse the Master Developer under the OPA in this line. Total Outstanding Debt or Obligation will vary depending on the actual expenditures allowed under OPA with FOCIL-MB, LLC, and will be is paid both from Bond Proceeds and Tax Increment, and from CFD Bond Proceeds. The estimated remaining Obligation to FOCIL-MB, LLC is about $325 million, but may increase. Once the infrastructure is reimbursed, the tax increment will become available for affordable housing until the end of the OPAs.
88	Tax Increment Allocation Pledge Agreement	The Tax Increment Allocation Pledge Agreement obligates the Successor Agency to use tax increment, and to issue bonds backed by tax increment (the proceeds of which are used), to repay FOCIL for infrastructure. The estimated remaining Obligation is around $935 million; actuals will vary with actual cost of infrastructure and timing of issuance of bonds. Tax increment is irrevocably pledged to provide for direct reimbursement and payment of debt service on bonds, the proceeds of which reimburse master developer for infrastructure installed in plan area. Debt Service payments are an obligation of the MBS Tax Increment Allocation Pledge Agreement, but the actual payments are shown under each individual bond line item below.
89	Mission Bay Agency Costs Reimbursements	OPAs allow Successor Agency to access TI or direct developer fees to reimburse Agency Costs, including the cost of other City agencies or outside organizations whose expertise is needed to implement the OPAs - based on T&M for costs allowed by the OPAs. The $75K identified for this FY would be used to reimburse OEWD to contract with outside organizations specializing in workforce development to ensure third party developers and the Master Developer comply with the OPAs required Program in Diversity workforce requirements.
90	Harris-DPW Contract	Service is obligated and funded through CFD and TI funds through increment collected through 2043 to ensure the appropriate expenditures for infrastructure per the OPAs and CFDs. It is a long-term obligation, that does not have an existing contract for the entire time. As a result, the ultimate total amount that will be obligated to this item cannot be estimated. Successor Agency has estimated how much will be reimbursed through Bond Proceeds and Reserve Balances, but if additional tax increment is received, as allowed by the Mission Bay Tax Allocation Pledge Agreements, RPTTF will be used to reimburse.
91	Mission Bay Art Program	The Mission Bay Redevelopment Plans require projects with over 25K in commercial space to pay 1% of hard costs for public art, so the Successor Agency will receive an unknown amount of additional funds to expend consistent with the Redevelopment Plans. The Successor Agency has approximately $985,485 set aside in savings (approx $377,105.82 in SFRA accounts as of 10/11) and escrow accounts for public art and fees that can only be used for Art Project due to nexus requirements. An additional $165,000 in new fees are anticipated as development occurs. This amount was identified on ROPS III, but was not spent.

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92	Owner Participation Agreement - 72 Townsend Street	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Agency to implement and close out. Under the agreement the developer must start construction by March 2, 2014. Once construction has begun the developer has about 2 years to complete construction. If the developer does not begine construction by March 2, 2014 the agreement will automatically terminate.
93	Contract for Sixth Street community guides program	PROPOSED FOR DELETION
94	Letter Agreement w OEWD - SOM	PROPOSED FOR DELETION
95	Alleyway Improvements Phase 2	PROPOSED FOR DELETION
96	SOMPAC Administration	PROPOSED FOR DELETION
97	Six on Sixth Loan Program	Many of the tenant and façade improvement loans were forgivable loans over a set number of years. Issues often arise regarding subordination, transfer, etc. that will require legal advice on an as-needed basis.
98	Six on Sixth Loan Program	These loans agreements are enforceable obligations and are part of the Successor Agency's project work. They will require staff time of the Successor Agency to implement and close-out.
99	Relocation Assistance	PROPOSED FOR DELETION
100	Presentation maps for SOM A and Transbay	PROPOSED FOR DELETION
101	Contract for design services for Folsom Street, Essex Street, and underramp areas	This is a 3-year contract for design services to implement the Redevelopment Plan, pursuant to the Implementation Agreement.
102	Tax Increment Sales Proceeds Pledge Agreement (Tax Increment)	The sales proceeds and tax increment generated from the sale and development of the State-owned parcels is pledged to TJPA for development of the Transit Center as required by the Redevelopment Plan and Cooperative Agreement. The TJPA has executed a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan with the U.S. Department of Transportation that will be repaid with the sales proceeds and the tax increment from the State-owned parcels. Tax increment and sales proceeds from the Sale of the State-Owned Parcels will be generated in 2013, after the sale of Blocks 6/7 is completed. Total oustanding obligation is in constant dollars and may increase as parcels are developed. Line locked through ROPS III process, would be unlocked and available to use pending a Final & Conclusive Determination.
103	Developer selection process	Proposed for Deletion.
104	State-Owned Parcel Sale Legal Review	Proposed for Deletion.
105	Implementation Agreement	The Agency shall execute all activities related to the implementation of the Transbay Redevelopment Plan, including, but not limited to, actives related to major infrastructure improvements, including new public parks, new pedestrian oriented alleys, and widened sidewalks, etc. The project cost for implementation of the Transbay Redevelopment Plan activities set forth in the Agreement shall be an indebtedness incurred by the Agency and included in the Agency's annual budget submitted to the City. Estimated public improvement costs necessary to implement the redevelopment plan, specifically the Transbay Streetscape and Open Space Concept Plan, approved in 2006. Contracts will be entered into in the future. Timing and amounts of payments depends on contract execution dates. The listed Total Outstanding Debt or Obligation of $80,000,000 is a present value figure that can also be expressed as $297,000,000 in future dollars. Line locked through ROPS III process, would be unlocked and available to use pending a Final & Conclusive Determination.
106	Folsom Street Off-Ramp	Enforceable under the Implementation Agreement. Future reconfiguration of the Folsom-Fremont Off-ramp to make Block 8 a developable parcel. The total amount of design and construction will be approximately $3,300,000 payable at execution of contract either before or after June 30, 2013 depending on the time of contract execution.
107	Streetscape and Open Space Improvements	Enforceable under the Implementation Agreement. Letter Agreement with DPW to coordinate various stages of design review for the Streetscape and Open Space designs being prepared under contract by CMG Landscape Architecture
108	Streetscape and Open Space Improvements	Enforceable under the Implementation Agreement. Letter Agreement with the Arts Commission to provide City design review and public art assistance in the design of the streetscape and open space plan. Timing of payment dependent on contract execution date.
109	Implementation Plan Legal Review	Enforceable under the Implementation Agreement. Work order for the City Attorney's office to provide legal advice for various activities pursuant to the Implementation Agreement on an as-needed basis.
110	Deisgn, Architectural and Engineering Services for Streetscape and Open Space	Enforceable under the Implementation Agreement. Architecture and engineering services to supplement landscape architecture work on Oscar Park. Timing of payments dependent on contract execution dates.
111	ULI Membership	Proposed for Deletion. ~~Urban Land Institute membership for members working on Transbay to publicize Transbay and stay informed of general market trends. Membership paid for out of admin line item.~~
112	CAC Meeting Food	Enforceable under the Implementation Agreement. Food and beverage for monthly CAC meetings and public meetings for infrastructure improvements on an as-needed basis.

SAN FRANCISCO CITY AND COUNTY (SAN FRANCISCO)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
113	Outreach	Enforceable under the Implementation Agreement. Recruiting efforts to diversify Transbay CAC and public outreach on development projects in Transbay
114	CBD Formation	Pursuant to the Implementation Agreement, a contract is anticipated with MJM Management to assist with formation of the Rincon Hill Transbay CBD.
115	Transbay Projections and Planning	Pursuant to Implementation Agreement, as-needed consultant and advisory services for implementation of Transbay Plan.
116	Job Placement Services	Construction placement services for ongoing projects in Transbay pursuant to the Tax Increment and Sales Proceed Pledge Agreement and Implementation Agreement ; to be paid by developers.
117	Tax Increment Projections	PROPOSED FOR DELETION
118	Fillmore Heritage Center	The contract pays operator $1,000/month to manage the garage. Garage revenues pay for this management fee and all garage expenses. Amount represents $32,000/month in reimbursements, $14,400 in CAM charges, $4811 in insurance costs, and $6,000/month in taxes. Source of funds in "other" column is garage revenues. Operator must be reimbursed for any deficits every six months. These amounts assume that the Successor Agency continues to own the garage, and that the current contract is extended, until a long-term disposition plan is approved under the Property Management Plan approved by DOF.
119	Fillmore Heritage Center	Operator must be reimbursed for any deficits every six months. This amount is an estimated based on past garage performance.
120	Fillmore Heritage Center	Operator is required under the management Agreement to set aside $4,000/month in garage revenues to fund an operating and capital reserve. This reserve is currently under funded by about $140,000.
121	Property Management & Dispositions	PROPOSED FOR DELETION: Costs included in Admin ACA line
122	Legal Review	PROPOSED FOR DELETION: Costs included in Admin ACA line
123	Disposition and Development Agreement - Fillmore Heritage Center	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage and close-out. The agreement does not terminate until the Successor Agency has been paid in full for the land and has issued a certificat of completion. Work includes asset management, landlord responsibilities, and property management.
124	Ground Lease - Commercial Parcel - Fillmore Heritage Center	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes tenant management, real estate transactional work, and mediation.
125	Reciprocal Easement Agreement - Fillmore Heritage Center	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes budget negotiations, analysis of common area maintenance charges, property management, and mediation. This agreement includes automatic 10-year extensions unless rescinded by owners in writing.
126	Fillmore Heritage Center	Fillmore Development commercial (FDC) is the Agency's tenant under the ground lease for the commercial parcel in the Fillmore Heritage Center. Pursuant to the ground lease, FDC is responsible for paying common area maintenance charges (CAM) on the commercial parel. If FDC defaults on these payments, the Agency, as owner of the commercial parcel is responsible for paying any outstanding CAM charges. In October 2012, the Agency received a "Delinquency Notice and Notice of Intent to Lien" from the homeowners association for an outstanding CAM charge on the commercial parcel in the amount of $78,615. Staff allocated $70,000 in reserve balances to cover this cost in ROPS II. It has not been paid as of yet, due to project litigation. However the Agency may still be liable for this cost and may have to pay it in either ROPS 13-14A or B, and so the ROPS II funds are being carried forward here.
127	Tenant Improvement Loan - Yoshi's	This $7.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
128	Tenant Improvement Loan - Food For Soul	This $2.6 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
129	Working Capital Loan - Food For Soul	This $624,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
130	Tenant Improvement Loan - Sheba Lounge	This $290,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
131	Tenant Improvement Loan - Sheba Lounge	This $95,000 loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
132	Tenant Improvement Loan - Rasselas	This $1.2 million loan agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
133	Owner Participation Agreement - 1450 Franklin	The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor, and close-out. Project is currently on hold pending resolution of a legal challenge.
134	Owner Participation Agreement - 1301 Divisadero	Project is currently under construction. The OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement, monitor and close-out.

Item #	Project Name / Debt Obligation	Notes/Comments
135	Disposition and Development Agreement - 1210 Scott Street	This enforceable obligation allows for development of the classroom and gymnasium in phases and gives the JCHS until April 2018 to complete construction of both facilities (JCHS plans to start construction on the gym in 2013.). Staff time will involve design review, EOP compliance, and overall DDA management for each stage of construction. Additionally, the DDA has long-term community benefits regarding the use of the gym that survives the termination of the OPA. It will require staff time of the Successor Agency to implement.
136	Easements with Covenants and Restrictions Affecting Land (ECR) - For land between Fillmore & Webster Streets	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out. Work includes property management and disposition services.
137	Museum of the African Diaspora	Pursuant to an operating agreement, the Agency provides funding to MoAD for operation, maintenance, and tenant improvements related to the museum. Operations funding for FY 2013/14 is $500,000, paid quarterly. Additionally, the Successor Agency has set-aside $303,000 in capital funding for MoAD, which may or may not be paid out in FY 2012/13. Any capital funds not disbursed in FY 2012/13 will be carried forward to FY 2013/14.
138	Jessie Square Garage	Estimated payment of NOI paid to the City from garage revenues. This payment is made every six months (in Feb and Aug) and is a portion of the total debt service for the bonds, which mature on 9/1/2018. Source of funds is garage revenue.
139	Jessie Square Garage	Estimated reimbursements ($60,000/mo) to City Park, the garage operator under the Subcontract for Jessie Square Garage Operations Management, and estimated parking taxes to the City ($30,000/mo), paid from garage revenues. These payments continue indefinitely (until the Successor Agency sells the garage).
140	Yerba Buena Gardens Capital Improvement	SEPARATE ACCOUNT EXPENSE. The YBG capital forecasting model projects $31,840,900 needed in capital renewals (repairs & replacements) through FY 2032/33. A prudent reserve of 2.5% of replacement value should be maintained at all times ($2.8 million). Using reasonable assumptions for capital renewals, tenant improvements, and capital upgrades, the reserve will fall below the $2.8 million reserve threshold in FY 14/15, assuming no additional revenues other than the $590,000 capital reserve set-aside from operating revenue. The Agency must retain all remaining balances to maintain a prudent capital reserve until a more permanent financing mechanism is established. The $590,000 set-aside is lease revenue which is a restricted source of funds pursuant to enforceable obligations. These enforceable obligations require the Agency, as property owner, to operate and properly maintain the Yerba Buena Gardens properties. This includes property management, cultural programming, and capital improvements, among other things. YBG Capital expenditures are made pursuant to MJM Management Group's Personal Services Contract and are reimbursed from the Separate Account Capital Reserve Fund by the Successor Agency. Any funds remaining after this ROPS period will be carried forward to the next ROPS period. Source of funds: primarily lease revenue and some TI.
141	Yerba Buena Gardens Property Management	MJM is the Successor Agency's full-time, on-site property manager responsible for overall operations, maintenance, security, event coordination, and capital repair/replacement work at YBG. The FY 2013/14 operations budget includes additional funding for consulting work related to transition activities and a long-term property management plan for YBG. Source of funds: lease revenue.
142	Children's Creativity Museum (Zeum)	SEPARATE ACCOUNT EXPENSE: The Successor Agency owns the museum building and has a 25-year operating agreement with a non-profit to operate the museum. The payments listed for FY 2013/14 should remain the same. However, any funding going forward is subject to further analysis and availability of funds. The Successor Agency is in the process of reviewing the YBG Separate Account and the projected revenue necessary to fund future capital improvements required to properly maintain the gardens and its buildings. It is very possible that the Successor Agency will need to cut back operating expenses in the future in order to adequately fund future necessary capital improvements in YBG over the next 10 years. Source of funds: Lease revenue.
143	Yerba Buena Center for the Arts	SEPARATE ACCOUNT EXPENSE: The Successor Agency owns the Center for the Arts buildings and has a long-term operating agreement with a non-profit to operate the cultural facilities. The initial term ends 6/30/2019 and there are five 15-year extension periods though 6/30/2094. Unlike the previous ROPS, the payments listed assume all extension periods are exercised. Funding beyond FY 2013/14 is subject to further analysis and availability of funds. The Successor Agency is in the process of reviewing the YBG Separate Account and the projected revenue necessary to fund future capital improvements required to properly maintain the gardens and its buildings. It is very possible that the Successor Agency will need to cut back operating expenses in the future in order to adequately fund future necessary capital improvements in YBG over the next 10 years. Source of funds: Lease revenue.

Item #	Project Name / Debt Obligation	Notes/Comments
144	Yerba Buena Gardens outdoor programming	SEPARATE ACCOUNT EXPENSE: This contract is for programming events in YBG public open space. The initial term (FY 2000/01) was for one year. The contract allows for ongoing two-year extensions and the current two-year term expires on July 11, 2013 but it is expected to be extended for an additional 2-year term. YBA&E's annual $75,000 subsidy is paid quarterly as follows: Qtr 1 40% ($30,000); Qtr 2 20% ($15,000); Qtr 3 20% ($15,000); and, Qtr 4 20% ($15,000). Funding beyond FY 2013/14 is subject to further analysis and availability of funds. The Successor Agency is in the process of reviewing the YBG Separate Account and the projected revenue necessary to fund future capital improvements required to properly maintain the gardens and its buildings. It is very possible that the Successor Agency will need to cut back operating expenses in the future in order to adequately fund future necessary capital improvements in YBG over the next 10 years. Source of funds: Lease revenue.
145	Community Benefit District Assessment	SEPARATE ACCOUNT EXPENSE: CBD terminates in 2015. The Tax Collector collects the assessment via secured property tax bills issued annually and passes the assessment on to the CBD. Source of funds: Lease revenue.
146	Property Insurance for Yerba Buena Gardens	SEPARATE ACCOUNT EXPENSE: The Successor Agency's YBG properties are covered under the City of San Francisco's insurance policy. The City bills us annually for our share of YBG insurance coverage. Source of funds: Lease revenue.
147	Legal Review	SEPARATE ACCOUNT EXPENSE: Work order for the City Attorney's office to provide legal advice for various activities pursuant to the YBG leases, operating agreements, and other legal issues/documents related to Successor Agency-owned assets (previous and current) on an as-needed basis. Any unused funds remaining in this ROPS period will be carried forward into the next ROPS period.
148	706 Misison Street Mixed-Use Project	In addition to a new residential tower and rehabilitation of a historically important building, the ENA also provides for significant public benefits, including: the developer's construction of the core and shell of a 35,000-40,000-square-foot museum for The Mexican Museum; a $5,000,000 endowment for The Mexican Museum; a 28% housing in-lieu payment; and the purchase of the Jesse Square Garage. Pursuant to the ENA, Successor Agency staff is required to negotiate transaction documents and work with developer and The Mexican Museum to obtain regulatory approvals for the project. Staff costs are covered by developer reimbursements. During this ROPS period, a payment of $100,000 to The Mexican Museum is anticipated to cover project-related expenses. Funding source is a developer payment made to the Successor Agency pursuant to the 706 Mission ENA that is to be used for project-related purposes, including The Mexican Museum. It is anticipated that transactional documents for the 706 Mission Mixed-Use Proejct will be approved in Spring 2013. If this does not occur, an extension of the term of this ENA may be requested.
149	The Mexican Museum	**PROPOSED FOR DELETION:** The agreement expires on 6/30/13.
150	The Mexican Museum	This ENA provides neotiations between the Successor Agency and The Mexican Museum for the Museum's participation in the 706 Mission Mixed-Use Project. The ENA is part of the Successor Agency's project work, and will require staff time of the Successor Agency to implement. It is anticipated that transactional documents for the 706 Mission Mixed-Use Proejct, including The Mexican Museum, will be approved in Spring 2013. If this does not occur, an extension of the term of this ENA may be requested.
151	The Mexican Museum	Predevelopment and construction funding for a new museum as part of the planned 706 Mission Mixed-Use Project. This is in addition to an $800,000 grant The Mexican Museum received from the California Cultural and Historical Endowment for predevelopment and planning costs related to the new museum. Approval of a third grant disbursement agreement to cover predevelopment and development expenses is anticipated during this ROPS period. Source of funding is reserve balance, which includes $75,000 in tax increment and $925,000 in general (non tax-increment, bond, or CDBG) funds.
152	Owner Participation Agreement - 680 Folsom	This OPA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to implement and close-out.
153	Agreement for Disposition of Land for Private Development - The Paramount/680 Mission	Certificate of Completion issued, however certain obligations survive. Successor Agency consent required for renegotiation of California Historical Society's lease with Third and Mission Associates pursuant to LDA.
154	Agreement for Disposition of Land for Private Development - W Hotel	This agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage. Work includes dealing with issues related to enforcement of public access to easement areas.
155	Agreement for Disposition of Land for Private Development - the Westin Hotel	The LDA, and related easement agreements, is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor these agreements.
156	Disposition and Development Agreement - San Francisco Museum of Modern Art	The DDA is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage. Work includes monitoring long-term community benefits required under the DDA and working with the museum to convey the Successor Agency's airspace parcel (located above the museum's parcel) to the museum.

Item #	Project Name / Debt Obligation	Notes/Comments
157	Amended and Restated Construction, Operation and Reciprocal Easement Agreement and Agreement Creating Liens (REA) - Jessie Square	The REA is an enforceable obligation. It will require ongoing staff time of the Successor Agency to monitor and implement.
158	Owner Participation Agreement - St. Patrick's Church	The agreements between the Agency/Successor Agency and St. Patrick's Church require staff time to deal with issues related to parking and easements, which arise occasionally.
159	Owner Participation/Disposition and Development Agreements - Emporium & Bloomingdales	These agreements are enforceable obligations and are part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage the agreements. Work includes dealing with issues related to ongoing monitoring of OP/DDA obligations.
160	1075 Le Conte Affordable Housing (formerly known as 6600 Third Street): Tax Increment Loan Agreement	Loan agreement funding development of supportive housing for formerly homeless; Final contractor retention payments owed in FY13-14.
161	Candlestick Point and Phase 2 of the Hunters Point Shipyard	Pursuant to HPSY Phase 2 DDA, obligation to provide capital funding to rebuild Alice Griffith Public Housing development; 2017 is contract expiration date, per federal Choice Neighborhood Initiative (CNI)obligation; $62M is the estimated total Agency contribution; obligation is for actual cost including cost overruns, therefore may be higher. Portion of $62+M to come from HPSY-II/BVHP-CP Tax Increment Pledge Agrmt and Funding for Replacement Housing Obligation. Project requires a $32.2 million loan by June 2014 to secure tax credit allocations in time for Phases I, II & 3 to meet construction schedules of CNI grant.
162	Alice Griffith: Citywide Tax Increment Loan Agreement (Predevelopment)	Loan agreement of $3M part of Agency's overall obligation (estimated at $62+M) for predevelopment activities for Phase 1 of Alice Griffith Public Housing revitalization project pursuant to HPSY Phase 2 DDA described above.
163	Alice Griffith: Construction Funding	HUD Choice Neighborhood Grant requires Agency contribution of matching funds, to be used for capital funding to rebuild Alice Griffith Public Housing. $13.95M required per CNI application; part of Agency's overall obligation (estimated at $62+M). Contract for construction funding to be executed to fulfill enforceable obligation per CNI application.
164	Alice Griffith: Federal Choice Neighborhood Implementation Grant	**PROPOSED FOR DELETION:** Federal grant. Successor Agency will not be making direct grant disbursements.
165	5800 3rd Street, Carroll Avenue Senior Tax Increment Loan Agreement	$3.884 million predevelopment loan for senior housing project. Project constitutes the first phase of the Alice Griffith revitalization, and as such, serves as a required deliverable of the Federal CNI grant. Under Article 3, Section D4 of the CNI grant agreement, the grantee must start housing rehabilitation or construction of the first-phase deliverable within 18 months of the grant agreement date. Expenditure is an enforceable obligation under the Disposition and Development Agreement for the Candlestick Point-Hunters Point Shipyard Phase 2 (Phase 2 DDA).
166	5800 3rd Street, Carroll Avenue Senior Construction Funding	Construction loan for 5800 Third Street. Estimate $20 million in funding needed for construction of senior housing project. Project constitutes the first phase of the Alice Griffith revitalization, and as such, serves as a required deliverable of the Federal CNI grant. Under Article 3, Section D4 of the CNI grant agreement, the grantee must start housing rehabilitation or construction of the first-phase deliverable within 18 months of the grant agreement date. Contract for construction funding to be executed to fulfill part of enforceable housing obligation under the Disposition and Development Agreement for the Candlestick Point-Hunters Point Shipyard Phase 2 (Phase 2 DDA).
167	Armstrong Townhomes	**PROPOSED FOR DELETION:** BEGIN grant fully expended.
168	Armstrong Townhomes	**PROPOSED FOR DELETION:** HUD EDI grant fully expended.
169	Bay Oaks	**PROPOSED FOR DELETION:** State grant for down payment assistance; Grant administration was transferred to City and County of San Francisco.
170	Bay Oaks	Down payment assistance required in oder to fulfill seller's obligation under Bay Oaks DDA; funds will be used until last unit is sold. Source of funds is taxable bond proceeds pursuant to bond covenants requiring use of proceeds for redevelopment purpose and allowable under Health and Safety Code 34176(g).
171	Bay Oaks Amended and Restated Tax Increment Loan Agreement	Loan agreement for development of affordable homeownership housing; expenditures in ROPS period reflect post-construction marketing activities; Loan term ends at repayment of loan once all units are sold.
172	Bayview Commons: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
173	Hunters View: Second Amended and Restated Tax Increment Phase 1 Loan Agreement	Loan for construction of Phase 1 of new affordable housing as part of revitalization of Hunters View public housing project. Construction on Phase 1 continues through the end of 2013.
174	Hunters View: Second Amended and Restated Tax Increment Phase 1b Infrastructure Loan Agreement	Loan for construction of infrastructure improvements for Phase 1 of new affordable housing as part of revitalization of Hunters View public housing project. Construction on Phase 1 continues through the end of 2013.
175	Hunters View: City and County of SF Department of Public Works Letter Agreement	Program delivery funding for DPW staff time required to oversee infrastructure and construction activities at Hunters View project. Source of funds is housing program income carried forward from ROPS III. Enforcable obligation is pursuant to Item 139 above.
176	Hunters View: Agency Payment Obligation	Agency and City co-funded Hunters View; Agency loan for Phase 1 was for construction funding (See lines above); Agency guaranteed the Citibank/take-out portion of the Citibank loan. Funds encumbered to contract to be drawn down during July-December 2013. Payee needs to be revised to be Hunters View Associates, LP. which will repay its Citibank construction loan.

Item #	Project Name / Debt Obligation	Notes/Comments
177	Hunters View Phase II-III Loan Agreement	Loan for construction of Phases 2 & 3 of new affordable housing as part of revitalization of Hunters View public housing project. Multifamily Housing Program $10 million funding award letter, dated January 6, 2012 and California Housing and Community Development staff report citing the agency's permanent financing committment of $25,6060,164.
178	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
179	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
180	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
181	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
182	Single Family: Appraisals for second mortgage payoff requests	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
183	Single Family: Appraisals for second mortgage payoff requests	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
184	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
185	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	**PLACEHOLDER FOR FUTURE ROPS:** Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $934,367,978 of the YBC Housing Obligation, SOI at p. 12.) (SB2113 funding) *see footnote
186	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	**PLACEHOLDER FOR FUTURE ROPS:** Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $596,969,243 of the Golden Gateway Housing Obligation, SOI at p. 2.) (SB2113 funding) *see footnote
187	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	**PLACEHOLDER FOR FUTURE ROPS:** Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $447,222,703 of Western Addition A-2 Housing Obligation, SOI at p.17.) (SB2113 funding) *see footnote
188	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	**PLACEHOLDER FOR FUTURE ROPS:** Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $239,451,448 of Rincon Point-South Beach Housing Obligation, SOI at p.22.) (SB2113 funding) *see footnote
189	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	**PLACEHOLDER FOR FUTURE ROPS:** Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $26,469,865 Hunters Point Housing Obligation, SOI at p.27.) (SB2113 funding) *see footnote
190	Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code	**PLACEHOLDER FOR FUTURE ROPS:** Replacement Housing Obligation under Sections 33333.7 and 33333.8 of Cal. Health & Safety Code. Obligation to fund affordable housing to replace a portion of the 6700 units previously destroyed by Agency (total outstanding debt estimated to be $32,032,823 of India Basin Housing Obligation, SOI at p.32.) AKA SB2113 funding requirement
191	Central Freeway Parcel O Predevelopment & Construction Funding	Funding for pre-construction activities of housing to satisfy Replacement Housing Obligation. $1 million to be funded by the Reserve Balance in FY13-14 for predevelopment to satisfy enforceable obligation. Source of funds is balance from ROPS III RPTTF allocation.
192	Central Freeway Parcel O	**PLACEHOLDER FOR FUTURE ROPS:** Balance owed on acquisition price when SFRA bought parcel from CCSF; to be determined if it needs to be repaid through Central Freeway final net shortfall calculation
193	Alexander Residence: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
194	Antonia Manor: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
195	Central Freeway Parcel G (Richardson Apts): Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
196	Church St Apartments: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency

SAN FRANCISCO CITY AND COUNTY (SAN FRANCISCO)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
197	Derek Silva Commons: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
198	Leland Polk Senior Apts: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
199	Maria Manor Apartments: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
200	Marlton Manor Apartments: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
201	Notre Dame Apartments: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
202	Ocean Beach Apartments: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
203	O'Farrell Towers: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
204	Phelan Loop Tax Increment Loan Agreement	**PROPOSED FOR DELETION:** Funding should be fully expended in January-June 2013 period.
205	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
206	Single Family Home ownership Capital Improvement Reimbursement	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
207	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
208	Real Estate Transactional Fees	Program delivery costs for ROPS-approved housing enforceable obligations: Estimated amounts required to cover any unanticipated closing costs, including appraisals, on previously approved projects. Source of funds is housing program income carried forward from ROPS III.
209	Public Notices	Program delivery costs for ROPS-approved housing enforceable obligations: Public Notices are required for certain actions taken regarding Successor Agency enforceable obligations. Source of funds is housing program income carried forward from ROPS III.
210	LMIHF Property Maintenance	Program delivery costs for ROPS-approved housing enforceable obligations: Property maintenance costs for real estate properties that are retained Successor Agency housing enforceable obligation assets. Source of funds is housing program income carried forward from ROPS III.
211	Environmental Services	Program delivery costs for housing enforceable obligations: Estimated amounts for environmental review services needed to meet CEQA requirements for obligated projects. Source of funds is unspent tax exempt bond proceeds.
212	Staffing Cost	**PROPOSED FOR DELETION:** Staffing costs to fulfill enforceable obligations are listted in above line items.
213	Legal Services for Housing ROPs	Program delivery costs for housing enforceable obligations: Represents legal costs (direct and indirect) necessary to fulfill enforceable housing obligations shown on the ROPS. Source of funds is housing program income carried forward from ROPS III.
214	Real Estate Services for Housing ROPs	Program delivery costs for housing enforceable obligations: Represents real estate staffing cost (direct and indirect) necessary to support enforceable housing obligations shown on the ROPS. Source of funds is housing program income carried forward from ROPS III.
215	Contract Compliance Services for Housing ROPs	**PROPOSED FOR DELETION:** Staffing costs to fulfill enforceable obligations are listted in above line items.
216	Single Family Home Ownership Downpayment Reimbursement	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
217	Parcel EE-2 Predevelopment Funding	Estimated $3 million in funding for predevelopment activities for Habitat for Humanity first time homebuyer housing using existing tax-exempt bond proceeds pursuant to bond covenants requiring use of proceeds for redevelopment purpose and allowable under Health and Safety Code 34176(g). Will use Excess Bond Proceeds for this loan.
218	Disposition and Development Agreement - Hunters Point Shipyard Phase 1; affordable housing program funded by LMIHF for HPS Phase 1	**FINAL & CONCLUSIVE DETERMINATION (12.14.12); PLACEHOLDER FOR FUTURE ROPS:** Contractual obligation under Hunters Point Shipyard-Phase 1 Disposition and Development Agreement to fund and construct affordable housing on Agency-owned parcels in HPS Phase 1;estimated cost of funding 218 affordable housing unites, acutal amount will vary with actual cost of housing and timing of issuance of bonds. Obligation remains until affordable housing obligation is fulfilled.
219	Phase 2 DDA & Tax Increment Allocation Pledge Agreement (Housing Portion)	**FINAL & CONCLUSIVE DETERMINATION (12.14.12); PLACEHOLDER FOR FUTURE ROPS:** Pledge of Property Tax Revenues to fulfill affordable housing obligations in Candlestick Point-Hunters Point Shipyard-Phase 2 Disposition and Development Agreement (total outstanding debt in Statement of Indebtedness (9.30.11) ("SOI") estimated to be $1,074,632,964 from HPSY Housing Obligation, SOI at p. 57, and an unspecified portion from BVHP Housing Obligation, SOI at p. 52, over life of project); required payments of housing set-aside to LMIH. Binding agreements per § 34171 (d) (1)(E));7 (amts owing to LMIHF, §34171 (d) (1)(G).

SAN FRANCISCO CITY AND COUNTY (SAN FRANCISCO)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
220	Mission Bay North Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay North	**PLACEHOLDER FOR FUTURE ROPS:** Pledge of Property Tax Revenues under Mission Bay North Tax Allocation Pledge Agreement (to which Owner is a third party beneficiary) to fulfill affordable housing obligations in Mission Bay North Owner Participation Agreement (total outstanding debt estimated to be $320,171,090 over life of project, SOI at p. 37), defined as Mission Bay North Housing Increment in the OPA and Pledge Agreement; Upon completion of housing program in MB-North, tax increment then pledged to housing program in MB-South. Amount shown in RPPTF is estimate of projected housing tax increment, net of Mission Bay debt service and project staffing costs, however actual amount will be determined by actual tax increment collected and may be higher than amount shown on ROPS.
221	Mission Creek Senior Apts: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
222	Rich Sorro Commons: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
223	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
224	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
225	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
226	Mission Bay South Tax Allocation Pledge Agreement (Housing Portion); affordable housing program funded by LMIHF for Mission Bay South	Pledge of Property Tax Revenues under Mission Bay South Tax Allocation Pledge Agreement (to which Owner is a third party beneficiary) to fulfill affordable housing obligations in Mission Bay South Owner Participation Agreement (total outstanding debt estimated to be $435,609,466 over life of project, SOI at p. 42); defined as Mission Bay South Housing Increment in the OPA and Pledge Agreement. Amount shown in RPPTF is estimate of projected housing tax increment, net of Mission Bay debt service and project staffing costs, however actual amount will be determined by actual tax increment collected and may be higher than amount shown on ROPS.
227	1180 4th Street (formerly known as 1000 4th Street), Amended and Restated Tax Increment Loan Agreement	Loan agreement funding development of 150 units of family rental housing; payments in FY 13/14 for construction to fulfill the Mission Bay OPA affordable housing obligations (see description above).
228	Mission Bay South Parcel 7W	Estimated funding needed for construction of 200 units of family rental housing required pursuant to Mission Bay Owner Participation Agreement. Total estimated subsidy is $16,975,000. The funding shown between July and December 2013 for pre-construction activities.
229	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
230	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
231	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
232	200 Sixth Street	Property management cost associated with Agency owned property.
233	200 Sixth Street, Utility Payments	Property management cost associated with Agency owned property.
234	200 Sixth Street, Citywide Tax Increment Loan Agreement	Loan agreement funding predevelopment activities of family rental housing project.
235	200 Sixth Street Construction Loan Funding	Estimate $18.5 million in funding required for construction of housing to satisfy Replacement Housing Obligation described above; funds authorized in ROPS III to be paid in ROPS 13-14A period. FY 13-14 amount for construction loan funding.
236	474 Natoma Tax Increment Loan Agreement	Loan agreement funding construction of family rental housing. $3,044,449 of the $3,116,223 outstanding obligation is held on deposit in a Subordinate Loan Fund with US Bank until permanent loan conversion.
237	Affordable housing production obligation under Section 5027.1 of Cal. Public Resources Code; affordable housing program funded by LMIHF for Transbay	**PLACEHOLDER FOR FUTURE ROPS:** Requirement of Section 5027.1 of California Public Resources Code that terminal project include 25 % of all new dwelling units in project area be available at affordable housing cost for low income households (60% AMI) and 10% of all new units be available for moderate income (120% AMI) (total outstanding debt estimated to be $849,936,548 over life of project, SOI at p. 47); required payments of housing set-aside to LMIHF. Binding agreement per state law obligation § 34171 (d)(1)(C) 7 (amts owing to LMIHF, §34171 , (d) (1)(G).
238	Rene Cazenave Apartments Tax Increment and Transbay Jobs Housing Linkage Fee Loan Agreement	Loan agreement funding construction of supportive housing for formerly homeless
239	Transbay Blocks 6&7 construction funding	Estimate $25 million of funding required for construction of affordable housing mandated by CA Public Resources Code Sec. 5027.1, per Item 191 above, of which $6 million is required in FY13-14 for a predevelopment loan. The source of $6 million predevelopment loan is a restricted Developer Impact Fee (San Francisco Planning Code Section 415) to be paid by the marketrate developer of Transbay Block 6 to finance the affordable housing development under the Transbay Redevelopment Plan.

Item #	Project Name / Debt Obligation	Notes/Comments
240	1345 Turk Street (aka Fillmore Park) Tax Increment Loan Agreement	**PROPOSED FOR DELETION:** Funding should be fully expended in January-June 2013 period.
241	Golden Gate Apartments: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
242	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
243	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
244	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
245	Mary Helen Rogers SC, Tax Increment Loan Agreement	Loan agreement funding construction of senior rental housing units; Agency funds to be fully drawn down by end FY 13-14.
246	Namiki Apartments: Agency Payment Obligation	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
247	Limited Equity Resale Program/ Agency-owned unit	**PROPOSED FOR DELETION:** Obligation transferred to Successor Housing Agency
248	Parcel J Port Lease	PROPOSED FOR DELETION: Lease will be terminated
249	Parcel K Port Lease	PROPOSED FOR DELETION: Lease will be terminated
250	Parcel N1-A Port Lease	This lease is associated with South Beach Harbor. It will remain in place until the Successor Agency pays off the outstanding debt associated with the construction of the harbor facilities. The lease payments will still need to be made to the Port; the funding source for these payments is harbor revenues.
251	Parcel N1-B	This lease is associated with South Beach Harbor. It will remain in place until the Successor Agency pays off the outstanding debt associated with the construction of the harbor facilities. The lease payments will still need to be made to the Port; the funding source for these payments is harbor revenues.
252	Parcel N-2 Port Lease	This lease is associated with South Beach Harbor. It will remain in place until the Successor Agency pays off the outstanding debt associated with the construction of the harbor facilities. The lease payments will still need to be made to the Port; the funding source for these payments is harbor revenues.
253	Parcels M-3, M-4A, & S-1D Port Lease	PROPOSED FOR DELETION: Lease will be terminated
254	Rincon Park	**PROPOSED FOR DELETION**
255	Sublease Agreement with Carmen and Benito Solis, dba Carmen's Restaurant	This sublease agreement is an enforceable obligation and is part of the Successor Agency's project work. It will require staff time of the Successor Agency to manage and close-out. The sublease includes one two-year extension at the discretion of the Successor Agency Executive Director. Work includes lease management, possible bankruptcy/litigation work, landlord responsibilities, and property management.
256	Various	PROPOSED FOR DELETION; included in line 348
257	Rincon Point - South Beach Harbor Operations	Source of funds is South Beach Harbor Revenues; Costs associated with ongoing operation of South Beach Harbor facility
258	Tax Allocation Bond Series 1993B	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
259	Tax Allocation Bond Series 1993B	Trustee payments are ongoing annual payments for term of bonds.
260	Tax Allocation Bond Series 1993B	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
261	Tax Allocation Bond Series 1998C	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
262	Tax Allocation Bond Series 1998C	Trustee payments are ongoing annual payments for term of bonds.
263	Tax Allocation Bond Series 1998C	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
264	Tax Allocation Bond Series 1998D	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
265	Tax Allocation Bond Series 1998D	Trustee payments are ongoing annual payments for term of bonds.
266	Tax Allocation Bond Series 1998D	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
267	Tax Allocation Bond Series 2003A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
268	Tax Allocation Bond Series 2003A	Trustee payments are ongoing annual payments for term of bonds.
269	Tax Allocation Bond Series 2003A	Taxable Bond: No Arbitrage Rebate Reports
270	Tax Allocation Bond Series 2003B	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
271	Tax Allocation Bond Series 2003B	Trustee payments are ongoing annual payments for term of bonds.
272	Tax Allocation Bond Series 2003B	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.

SAN FRANCISCO CITY AND COUNTY (SAN FRANCISCO)

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)

July 1, 2013 through December 31, 2013

Item #	Project Name / Debt Obligation	Notes/Comments
273	Tax Allocation Bond Series 2003C	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
274	Tax Allocation Bond Series 2003C	Trustee payments are ongoing annual payments for term of bonds.
275	Tax Allocation Bond Series 2003C	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
276	Tax Allocation Bond Series 2004A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
277	Tax Allocation Bond Series 2004A	Trustee payments are ongoing annual payments for term of bonds.
278	Tax Allocation Bond Series 2004A	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
279	Tax Allocation Bond Series 2004C	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
280	Tax Allocation Bond Series 2004C	Trustee payments are ongoing annual payments for term of bonds.
281	Tax Allocation Bond Series 2004C	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
282	Tax Allocation Bond Series 2004D	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
283	Tax Allocation Bond Series 2004D	Trustee payments are ongoing annual payments for term of bonds.
284	Tax Allocation Bond Series 2004D	Taxable Bond: No Arbitrage Rebate Reports
285	Tax Allocation Bond Series 2005A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
286	Tax Allocation Bond Series 2005A	Trustee payments are ongoing annual payments for term of bonds.
287	Tax Allocation Bond Series 2005A	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
288	Tax Allocation Bond Series 2005B	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
289	Tax Allocation Bond Series 2005B	Trustee payments are ongoing annual payments for term of bonds.
290	Tax Allocation Bond Series 2005B	Taxable Bond: No Arbitrage Rebate Reports
291	Tax Allocation Bond Series 2005C	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
292	Tax Allocation Bond Series 2005C	Trustee payments are ongoing annual payments for term of bonds.
293	Tax Allocation Bond Series 2005C	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
294	Tax Allocation Bond Series 2005D	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
295	Tax Allocation Bond Series 2005D	Trustee payments are ongoing annual payments for term of bonds.
296	Tax Allocation Bond Series 2005D	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
297	Tax Allocation Bond Series 2006A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
298	Tax Allocation Bond Series 2006A	Trustee payments are ongoing annual payments for term of bonds.
299	Tax Allocation Bond Series 2006A	Taxable Bond: No Arbitrage Rebate Reports
300	Tax Allocation Bond Series 2006B	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
301	Tax Allocation Bond Series 2006B	Trustee payments are ongoing annual payments for term of bonds.
302	Tax Allocation Bond Series 2006B	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
303	Tax Allocation Bond Series 2007A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
304	Tax Allocation Bond Series 2007A	Trustee payments are ongoing annual payments for term of bonds.
305	Tax Allocation Bond Series 2007A	Taxable Bond: No Arbitrage Rebate Reports
306	Tax Allocation Bond Series 2007B	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
307	Tax Allocation Bond Series 2007B	Trustee payments are ongoing annual payments for term of bonds.
308	Tax Allocation Bond Series 2007B	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
309	Tax Allocation Bond Series 2009A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
310	Tax Allocation Bond Series 2009A	Trustee payments are ongoing annual payments for term of bonds.
311	Tax Allocation Bond Series 2009A	Taxable Bond: No Arbitrage Rebate Reports
312	Tax Allocation Bond Series 2009B	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
313	Tax Allocation Bond Series 2009B	Trustee payments are ongoing annual payments for term of bonds.
314	Tax Allocation Bond Series 2009B	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
315	Tax Allocation Bond Series 2009C	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
316	Tax Allocation Bond Series 2009C	Trustee payments are ongoing annual payments for term of bonds.
317	Tax Allocation Bond Series 2009C	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
318	Tax Allocation Bond Series 2009D	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
319	Tax Allocation Bond Series 2009D	Trustee payments are ongoing annual payments for term of bonds.
320	Tax Allocation Bond Series 2009D	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.

Item #	Project Name / Debt Obligation	Notes/Comments
321	Tax Allocation Bond Series 2009E	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
322	Tax Allocation Bond Series 2009E	Trustee payments are ongoing annual payments for term of bonds.
323	Tax Allocation Bond Series 2009E	Taxable Bond: No Arbitrage Rebate Reports
324	Tax Allocation Bond Series 2009F	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
325	Tax Allocation Bond Series 2009F	Trustee payments are ongoing annual payments for term of bonds.
326	Tax Allocation Bond Series 2009F	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
327	Tax Allocation Bond Series 2010A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
328	Tax Allocation Bond Series 2010A	Trustee payments are ongoing annual payments for term of bonds.
329	Tax Allocation Bond Series 2010A	Taxable Bond: No Arbitrage Rebate Reports
330	Tax Allocation Bond Series 2011A	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
331	Tax Allocation Bond Series 2011A	Trustee payments are ongoing annual payments for term of bonds.
332	Tax Allocation Bond Series 2011A	Taxable Bond: No Arbitrage Rebate Reports
333	Tax Allocation Bond Series 2011B	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
334	Tax Allocation Bond Series 2011B	Trustee payments are ongoing annual payments for term of bonds.
335	Tax Allocation Bond Series 2011B	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
336	Tax Allocation Bond Series 2011C	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
337	Tax Allocation Bond Series 2011C	Trustee payments are ongoing annual payments for term of bonds.
338	Tax Allocation Bond Series 2011C	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
339	Tax Allocation Bond Series 2011D	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
340	Tax Allocation Bond Series 2011D	Trustee payments are ongoing annual payments for term of bonds.
341	Tax Allocation Bond Series 2011D	Generally, under the arbitrage rebate calculations must be performed at least every 5 years for bonds issued after 1986.
342	Tax Allocation Bond Series 2011E	Payment to trustees on January 20th 2013 and June 30, 2013 pursuant to bond and loan covenants.
343	Tax Allocation Bond Series 2011E	Trustee payments are ongoing annual payments for term of bonds.
344	Tax Allocation Bond Series 2011E	Taxable Bond: No Arbitrage Rebate Reports
345	Tax Allocation Bond Admin (ALL)	These charges reflect the cost of bond portfolio management, related accounting, CCSF and outside legal counsel, financial advisor services, fiscal consultant services and other costs directly arising from contractual, regulatory and statutory bond obligations.
346	South Beach 1986A	July 30 Principal, Dec 1 Interest totals $688,075. Bond indentures pledge tax increment associated with Harbor to revenue account used to pay debt, with the other sources of funds coming from Harbor revenues. This tax increment amount is estimated at $250,000 for FY 2013-14. If actual increment is higher, the balance will be included in future tax increment draw requests.
347	South Beach 1986A	Trustee payments are ongoing annual payments for term of bonds.
348	South Beach CalBoating Loans	Loan Payment due each August 1 through 2036
349	Project Related Employee Reimbursable	Source of funds: Developer reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. Under the Candlestick Point-Hunters Point Shipyard Disposition and Development Agreement ("Phase 2 DDA") whereby the master developer, as a party to the Phase 2 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities.
350	Building Repairs to Modular Building	Source of funds: Insurance proceeds. Under the Candlestick Point-Hunters Point Shipyard Disposition and Development Agreement ("Phase 2 DDA") whereby the master developer, as a party to the Phase 2 DDA, is obligated to pay the Successor Agency for various costs associated with pre-development and development activities.
351	Tax Allocation Bond debt service advance payments to trustees due on June 30, 2013 shortfall from ROPS 3	ROPS III included $104,094,958 in enforceable obligations approved for payment from RPTTF, including tax allocation bond debt service payments to trustees required in January and June 2013, but only $75,467,795 was available for distribution to the Successor Agency, leaving a shortfall of $28,627,163. The reason for the shortfall is that all of the debt service payments are due on January 31 and June 30, meaning that they fall in one ROPS period rather than spread equally over two periods.
352	Mission Bay South Infrastructure Catalyst Grant	Catalyst Grant funds will be used to supplement the reimbursement of the Master Developer (FOCIL-MB, LLC) for infrastructure costs that are already required by the MBS OPA and that would otherwise be reimbursed under ROPS Line #87, thereby reducing the overall demand for tax increment. Grant agreements have not been executed so the contract start date and end date are unknown at this time.
353	Mission Bay South Infrastructure Prop 1C Grant	Prop 1C Grant funds will be used to supplement the reimbursement of the Master Developer (FOCIL-MB, LLC) for infrastructure costs that are already required by the MBS OPA and that would otherwise be reimbursed under ROPS Line #87, thereby reducing the overall demand for tax increment. Grant agreements have not been executed so the contract start date and end date are unknown at this time.

Item #	Project Name / Debt Obligation	Notes/Comments
354	Interagency Cooperative Agreement-HPS	Source of Funds: Developer Reimbursement. This is an ongoing cost which the Agency anticipates until the completion of the HPSY project. The Phase 1 DDA Section 10. Agency Administration and the Interagency Cooperative Letter Agreement page 3 "Fees and Exactions" both allow for reimbursement of City/Agency costs on an as-needed basis.