

8. OTHER DEVELOPER OBLIGATIONS

8.1 Affordable Housing. Developer shall comply with the City's Residential Inclusionary Affordable Housing Program (the "**Inclusionary Program**"), as required under the Section 309 Motion, as such motion may be modified by the appeals process, and set forth in City Planning Code Sections 415 through 415.9, through the payment of an in-lieu fee per unit equal to the per unit fees established by the Inclusionary Program. The amount of the fee required under the Inclusionary Program (the "**City Fee**") shall be calculated and paid in accordance with the Inclusionary Program. If the City Fee (currently 20%) is based on an affordable housing requirement of less than 28% of the units in the Project, Developer shall pay to Successor Agency, or to the City if designated by the Successor Agency, an additional fee equal to the total amount of fees that would be due under the Inclusionary Program for 28% of the units in the Project less the City Fee (the "**Agency Fee**"). The Agency Fee will be used by the Successor Agency for the production of existing affordable housing obligations, thereby reducing the need for the use of tax increment for the completion of these existing obligations. In the event that the City adopts an alternative means of complying with an affordable housing percentage requirement under the Inclusionary Program, and Developer utilizes such alternative means of compliance, then, for the purposes of calculating the Agency Fee hereunder, the City Fee paid shall be deemed to be based upon the equivalent affordable housing percentage requirement under the Inclusionary Program. For example, if the City allows payment of a transfer tax instead of the current 20% inclusionary fee and Developer elects that option, Developer will be deemed to have paid a 20% City Fee and therefore will owe an 8% Agency Fee. The Agency Fee, if any, shall be calculated at the time that the City Fee is calculated and shall be paid as follows: (i) twenty percent (20%) of the Agency Fee shall be paid upon the issuance of the first building permit or Site Permit for the Project; (ii) forty percent (40%) of the Agency Fee shall be paid upon the issuance of the first temporary certificate of occupancy for a residential unit(s) in the Project, and (iii) the remaining forty percent (40%) of the Agency Fee shall be paid on the one year anniversary of the date of issuance of the first temporary certificate of occupancy for a residential unit(s) in the Project.

8.2 Cultural Component.

(a) Conveyance. Successor Agency and Developer, and the City Parties and The Mexican Museum (through their respective acknowledgement of this Agreement), agree that their preference is for the City to acquire, at no cost to the City, ownership of the Cultural Component and lease the Cultural Component to The Mexican Museum, and Successor Agency and Developer will use their respective good faith efforts to effectuate such arrangement. If the City does not so agree, and no other (i) governmental designee of the Successor Agency with jurisdiction over the Project can be identified that is reasonably acceptable to Successor Agency, The Mexican Museum, and Developer or (ii) non-profit organization that is reasonably acceptable to Successor Agency, The Mexican Museum, and Developer that is willing to acquire, at no cost, ownership of the Cultural Component and lease the Cultural Component to The Mexican Museum, then Developer or Developer's designee will retain ownership of the Cultural Component, and lease the Cultural Component to The Mexican Museum in accordance with Section 8.2(b) below. Any ownership interest in the Cultural Component (by the City, Developer or otherwise) shall be subject to a master declaration of restrictions mutually acceptable to the Successor Agency, The Mexican Museum, Developer and the City, which includes use restrictions and covenants applicable to The Mexican Museum (and any other tenant of the Cultural Component), including issues such as hours of operation, special events, and other activities within the Cultural Component that may affect the rest of the Project.

(b) Lease of Cultural Space. At least thirty (30) days prior to Closing, one of the following shall occur: (i) in the event that the Cultural Component will be conveyed to the City or other Successor Agency governmental designee with jurisdiction over the Project, the City or other Successor Agency permitted designee and The Mexican Museum shall deliver into Escrow a fully negotiated and executed lease for the Cultural Component; or (ii) in the event that the Cultural Component will be retained by Developer or its designee, Developer or its designee and The Mexican Museum shall deliver into Escrow a fully negotiated and executed lease for the Cultural Component that is substantially in accordance with the term sheet attached hereto as Exhibit T (the "Cultural Component Lease Term Sheet").

(c) Tenant Improvements. The Developer is not responsible for financing the build-out of tenant improvements and other improvements related to the Cultural Component other than those improvements expressly required by this Agreement. Developer shall not be responsible for and shall not bear any of the cost of permitting, designing or constructing any such tenant or other improvements related to the Cultural Component. Successor Agency and Developer shall reasonably cooperate to facilitate the construction of improvements of the Cultural Component and to ensure that it does not unreasonably interfere with Developer's construction of the rest of the Project. All parties to this Agreement (including The Mexican Museum and the City through their acknowledgements of this Agreement) agree that the tenant improvements shall be substantially completed within twenty-four (24) months of the issuance of a Temporary Certificate of Occupancy for the Core and Shell by the City and that such terms shall be included in the Cultural Component Lease Term Sheet. If the tenant improvements are not substantially completed within twenty-four (24) months of the issuance of a Temporary Certificate of Occupancy for the Core and Shell, Developer or City, if applicable, shall have the right to evaluate the state of construction of the tenant improvements and determine whether or not to pursue an alternate tenant for the Cultural Component after it provides written notice to

The Mexican Museum and a cure period of thirty (30) days or such longer cure period as may be otherwise agreed to by Successor Agency and Developer upon the written request of The Mexican Museum.

(d) Funding for Tenant Improvements. Successor Agency and Developer acknowledge that The Mexican Museum raised certain levels of funding through the Former Redevelopment Agency. As noted in Recitals J and K of this Agreement and the Sixth Amendment of the LDA, in order to accomplish the construction of The Mexican Museum building and the other public purposes that the Former Redevelopment Agency and The Mexican Museum seek to advance in the Project Area in a timely manner, The Mexican Museum requested that the Former Redevelopment Agency provide to, or for the benefit of, The Mexican Museum, financial assistance toward the construction of The Mexican Museum Building in the form of a monetary grant not to exceed \$18,209,882 (the "Grant Amount") from (a) funds previously budgeted by the Former Redevelopment Agency; (b) the Hotel Tax Bonds; and/or (c) funds requested by Redevelopment Agency in its budgetary request to the City for fiscal year 2001-2002. The Former Redevelopment Agency issued the total amount of tax increment bond financing from the monetary grant. However, the Former Redevelopment Agency did not issue the Hotel Tax monetary grant in the sum of \$7,500,000.00 which was approved by the San Francisco Board of Supervisors for Hotel Tax Bonds issuance. Successor Agency and Developer agree, at no out-of-pocket cost to Successor Agency or Developer, to reasonably support The Mexican Museum's prospective request to the City for the re-approval and authorization of the \$7,500,000.00 of Hotel Tax Bonds to be used for the funding of the tenant improvements for the Cultural Component space.

(e) Memorandum of Agreement. If such entities mutually agree that it would be desirable, Developer, the City Parties (through their respective acknowledgements of this Agreement), Successor Agency, and The Mexican Museum (through their acknowledgement of this Agreement) agree to enter into a Memorandum of Agreement that resolves, in a manner consistent with the terms and conditions set forth in this Agreement, issues related to the implementation of this Section 8.2, including, but not limited to: (1) issues related to the possible conveyance of the Cultural Component to the City; (2) issues related to the construction of the Core and Shell; (3) issues related to a potential future lease for the Cultural Component between the City or other permitted Successor Agency designee and The Mexican Museum; (4) associated issues related to the construction of the tenant improvements of the Cultural Component; and (5) hotel tax bonding for the tenant improvements as described Recitals J and K and Section 8.2(d) of this Agreement (the "MOA"). Notwithstanding the foregoing: (a) there shall be no default under this Agreement by virtue of any failure to enter into the MOA, (b) the execution of the MOA shall not be a Successor Agency Condition Precedent or a Developer Condition Precedent, and (c) if the City does not agree to accept conveyance of the Cultural Component through the MOA or otherwise, then as described in Section 8.2(a) above, Developer will retain ownership of the Cultural Component and lease the Cultural Component to The Mexican Museum.

(f) Endowment Contribution. Developer shall contribute Five Million and No/100 Dollars (\$5,000,000.00) (the "Endowment Payment") to an operating endowment for the Cultural Component to help support the Cultural Component's ongoing operations. Developer's sole obligation with respect to the operating endowment will be to deliver the

endowment funds to Title Company in accordance with the schedule described below. The Title Company will distribute such funds to the endowment holder to be designated by the Mexican Museum and approved by the Successor Agency, and the operating endowment will be created by written agreement as agreed upon by the Mexican Museum and the Successor Agency. Developer shall contribute (i) the first one-third (i.e., \$1,666,666.67) no later than thirty (30) days after the building permit for the Core and Shell shall has been issued (or, in the case of Fast Track permit processing, thirty (30) days after issuance of the Site Permit with initial excavation permit), (ii) the second one-third (i.e., \$1,666,666.67) no later than thirty (30) days after the date that early non-exclusive access to the Core and Shell is granted to the Mexican Museum by Developer for the Mexican Museum to commence construction of the initial tenant improvements to the Cultural Component, and (iii) the final one-third (i.e., \$1,666,666.67) no later than the earlier to occur of (x) thirty (30) days after the Mexican Museum opens the Cultural Component to the public as a museum, or (y) the one (1) year anniversary of the date the temporary certificate of occupancy for the Cultural Component is issued.

(g) Use. The Mexican Museum (through its acknowledgement of this Agreement) shall use the Cultural Component, subject to applicable City zoning and further subject to the restrictions and covenants set forth in any deed transferring title to the Cultural Component, which shall, among other things, provide that any use of the Cultural Component shall not interfere or conflict with the use of the Project as a first class commercial, museum and residential development. Such deed shall be in a form agreed to by the parties and the Mexican Museum prior to such deed being executed and recorded.

(h) Common Area Maintenance Charges. The owner of the Cultural Component shall pay the Cultural Component's pro-rata share of all common area maintenance charges and taxes associated with the Project ("CAM Payments"), subject to the Successor Agency's review of the initial overall operating budget for the Project; provided, that the owner shall have the right to pass such obligation through to the tenant(s) of the Cultural Component. However, in accordance with and subject to the limitations set forth in the lease for the Cultural Component between Developer and The Mexican Museum, The Mexican Museum will not be required to pay property taxes for the first three (3) years of the lease term as described in attached Exhibit T.

8.3 Yerba Buena Gardens Operations, Cultural Operations and Capital Expenditures Support.

(a) In recognition of the significant investment of public funds by the Successor Agency and the City in the development of the public spaces at Yerba Buena Gardens on Central Blocks One, Two, and Three of the Project Area (the "Gardens") and in other public open spaces owned by the City in the adjacent South of Market Area (as defined in Section 401 of the City's Planning Code) (the "SOMA Open Spaces"), which public improvements contribute significantly to the value and marketing potential of any development on the Site, Developer agrees to pay or cause to be paid to the Successor Agency or its designee a fee (the "Open Space Fee") to support general operations and maintenance, cultural operations and capital expenditures in the Gardens and in the SOMA Open Spaces (the "Permitted Uses").

(b) The Open Space Fee will be paid on an annual basis, in the following amounts: (1) at the initial rate of \$1.50 per square foot of the Project's above-grade net leasable building area devoted to commercial uses, exclusive of the Cultural Component, subject to annual increases based on the annual Consumer Price Index for the San Francisco-Oakland-San Jose Metropolitan Statistical Area ("CPI") not to exceed 5% per annum, and (2) at the initial rate of \$1.25 per square foot of the Project's above-grade net residential saleable area, subject to annual increases based on the annual CPI not to exceed 3% per annum (collectively, the "Open Space Fee Payment"). The Open Space Fee Payment will be based on building square footage at completion, and each payment shall include a brief report to show how the payment amount was calculated.

(c) The Open Space Fee Payment will be due on July 1 of each year and shall be payable to the Successor Agency or its designee (or successor, as set forth in subsection (i) below), provided the first Open Space Fee Payment will be due within thirty (30) days after the issuance of the first temporary certificate of occupancy for the Project, which payment will be prorated based upon the number of days in the fiscal year remaining before the first July 1 payment is due. The Open Space Fee Payment shall be deposited in a segregated account to be used for the Permitted Uses only, and not less than fifty percent (50%) of each such payment shall be used specifically for Permitted Uses within the Gardens.

(d) In addition to the Open Space Fee, Developer will pay to the Successor Agency a one-time payment for open space uses (the "Developer Payment") before issuance of the first construction document (as defined in Section 107A.13.1 of the City Building Code) for the Project. The Developer Payment shall be calculated based on the gross square footage of each of the following uses that are developed as part of the Project: (i) residential at \$2.50/gsf, (ii) institutional/cultural/medical at \$5.00/gsf, and (iii) retail at \$5.00/gsf. The Developer Payment shall be used for the Permitted Uses only within the SOMA Open Spaces.

(e) Subject to any applicable requirements of the California Department of Real Estate and California Civil Code section 1098, the sale of residential condominium units in the Project shall be subject to a transfer payment in the amounts described below (each, a "Transfer Payment"). The Transfer Payment shall be made to the Successor Agency or its designee to be used for some or all of the following public benefits within the South of Market Area: affordable housing, rent subsidies to prevent homelessness, housing/eviction counseling, small business and nonprofit rental assistance, and services to youth and seniors. The amount of the Transfer Payment shall be determined, as follows:

(i) for the initial sale by Developer of each residential condominium unit in the Project, the Transfer Payment will be based upon the aggregate gross sales proceeds to date of the residential condominium units in the Project in accordance with the table below, which Transfer Payments will be made by Developer out of escrow at the time of the initial sale by Developer of each residential condominium unit in the Project.

Aggregate Gross Sales Proceeds for Initial Residential Condominium Unit Sales in Project*	Transfer Fee, As Percentage of Gross Sales Price for Initial Sales of Condominium Units in Project
\$0 to \$400 Million	0.5%
\$400 Million to \$500 Million	1.0%
\$500 Million to \$550 Million	2.0%
\$550 Million and Above	3.0%

* For any sale that causes the Transfer Payment to reach the next category of aggregate gross sales listed above, the Transfer Payment will be determined within each category: i.e., for a \$2 Million sale that causes Developer's aggregate gross sales proceeds to become \$400.5 million, the Transfer Payment shall be \$12,500, or \$7,500 (\$1.5 Million x .5%) plus \$5,000 (\$.5 Million x 1%).

(ii) for each subsequent sale of each residential condominium unit in the Project (i.e., after the initial sale by the Developer), the Transfer Payment will be in the amount of one-half of one percent (0.5%) of the gross sales price of the condominium, which Transfer Payments will be made by each condominium unit owner out of escrow at the time of sale.

(f) The Successor Agency may contract (including grant agreements) with the City, community benefit districts or other third parties, including vendors and nonprofit community groups, in expending the Open Space Fee Payment, the Developer Payment, and the Transfer Payment. The Successor Agency may establish a community review process and work with existing community advisory groups to advise the Successor Agency on these expenditures.

(g) If Developer creates a master condominium regime for the Project that complies with all applicable legal requirements, then subject to applicable requirements and approvals of the California Department of Real Estate ("DRE"), Developer shall transfer the obligation to make the Open Space Fee Payment to the condominium association in a recordable document approved by the Successor Agency. At the time specified in such recorded document, the condominium association will be responsible for all future payments of the Open Space Fee (and prior to such time, Developer shall continue to be responsible for payments of the Open Space Fee). If a vertical subdivision of the residential and commercial uses is created, then Developer shall allocate the Open Space Fee Payment between the residential and commercial condominium associations, consistent with the allocation between residential and commercial described in subparagraph (b) above.

(h) The Successor Agency shall have the right, in its sole discretion, to determine how and where to apply the Open Space Fee Payment, the Developer Payment, and the Transfer Payment with the only restrictions being that the funds must be used for the permitted uses and in the permitted locations expressly provided under this Section 8.3. Developer and its successors and the future owners of some or all of the Property shall have no

right to challenge the appropriateness or the amount of any expenditure so long as it is used for these uses. The Successor Agency shall maintain records to account for all expenditures of the Open Space Fee Payment, the Developer Payment and the Transfer Payment for a period of two (2) years following the date of expenditure

(i) The provisions of this Section 8.3 shall survive the expiration or termination of this Agreement, and shall constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468. The Open Space Fee Payment and the Transfer Payment shall be disclosed in the DRE disclosure packages for the Project, and subject to applicable requirements and approvals of the DRE, Developer shall prepare a notice to be recorded against the Property, in a form approved by the Successor Agency on or before the Closing, that describes the Open Space Fee and the post-initial sale Transfer Payment obligations (the "**Recorded Notice**"). Developer shall record the Recorded Notice before the issuance of the first temporary certificate of occupancy for the Project. The parties understand that the Successor Agency intends to transfer its interest in the Gardens and surrounding property in accordance with AB 26 and AB 1484. When the Successor Agency transfers its interests in the Gardens to another party, it shall simultaneously transfer all of its rights and obligations under this Section 8.3 (including all existing funds it holds from the Open Space Fee Payment, the Developer Payment and the Transfer Payment and the right to receive all future Open Space Fee Payment and Transfer Payment) to such party, including the obligation to use such funds as set forth in this Section 8.3; provided, the parties agree that the Successor Agency may elect instead to transfer its rights and obligations with respect to the Transfer Payment, the Developer Payment, and any portion of the Open Space Fee Payment that is not intended for the Gardens, to the City at any time on or before such transfer of the Gardens, subject to the City's agreement to assume the same. All references to the Successor Agency in this Section 8.3 shall mean the Successor Agency or its successor in interest following any such transfer(s).

8.4 Jessie Square Garage.

(a) Private Parking. Upon the Conveyance of the Garage Property to Developer, Developer shall have the right to use designated spaces in the Jessie Square Garage to serve private Project-related uses consistent with the Section 309 Motion, as such motion may be modified by the appeals process, which provides for one (1) parking space for each residential unit in the Project. Such private parking shall be primarily located on the lower two levels of the Jessie Square Garage, though some private spaces may be located on other levels. Public and private parking spaces may also need to accommodate spaces for vans, handicapped accessibility, car sharing, electric charging, valet services and guests as provided in the Regulatory Approvals.

(b) Public Parking. Upon the Conveyance of the Garage Property to Developer, Developer shall maintain the balance of the parking spaces in the Jessie Square Garage for public use, for a total of at least Two-Hundred Ten (210) spaces, subject to the terms of Successor Agency's existing Garage Leases and Agreements, including the existing agreements with the Contemporary Jewish Museum and St. Patrick Church, and subject to parking for The Mexican Museum as described in the cultural Component Lease Term Sheet, all in accordance with the Regulatory Approvals. No more than twenty-five percent (25%) of the parking spaces in the Jessie Square Garage reserved for public parking shall be used for monthly parking, unless otherwise agreed to in writing by the Successor Agency. The Developer shall use rates for the public parking spaces at the

Jessie Square Garage that the City establishes from time-to-time for similar public parking garages in the Union Square / South of Market area, but the Developer shall have the right to retain all revenues generated by the Jessie Square Garage.

8.5 Historic Rehabilitation of Aronson Building. As part of the construction of the Project, Developer shall rehabilitate the historically important Aronson Building in accordance with the final Regulatory Approvals and incorporate it into the overall design and development program of the Project in a manner that is consistent with the Scope of Development for Cultural Component.

8.6 World-Class Architect. Developer shall retain Handel Architects or other world-class architecture firms reasonably acceptable to the Successor Agency to design the base building of the Tower and Core and Shell. The Mexican Museum will separately retain architect(s) for the interior improvements for the Cultural Component, which architect(s) will coordinate with Handel Architects with respect to Handel Architect's work related to the Core and Shell.

8.7 Sustainable Design. Developer shall design and construct the Project to a minimum of Leadership in Energy and Environmental Design ("LEED") Silver standards (or such higher and additional requirements as adopted by the City and County of San Francisco), and shall secure U.S. Green Building Council certification of this standard (the tenant improvements and other improvements for the build out of Cultural Component will be subject to separate LEED and U.S. Green Building Council standards).

8.8 Lease of Restaurant/Retail Space. No later than thirty (30) days prior to Closing, Developer, as landlord, and Mexican Museum, as tenant, will enter into a lease for the Restaurant/Retail Space, substantially in accordance with the terms and conditions described in the term sheet for the Cultural Component lease described on attached Exhibit T, except that (a) the Premises will be the Restaurant/Retail Space, (b) the Permitted Use shall be limited to restaurant and retail uses, (c) if The Mexican Museum exercises its option to purchase the Restaurant/Retail Space for \$1.00, Developer will have a first right of refusal to repurchase the space for \$1.00 if The Mexican Museum desires to sell or transfer the Restaurant/Retail Space and the Restaurant/Retail Space will revert to Developer if The Mexican Museum ceases to operate a museum in the Cultural Component, (d) The Mexican Museum will not be entitled to three-years of not paying taxes under the Restaurant/Retail Space lease unless as otherwise negotiated in the lease, and (e) The Mexican Museum will not be entitled to additional parking passes in the Jessie Square Garage for the Restaurant/Retail Space unless as otherwise negotiated in the lease.

8.9 Pedestrian Improvements.

(a) In recognition of the significant investment of public funds by the Successor Agency and the City in the public improvements in the vicinity of the Project, which public improvements contribute significantly to the value and marketing potential of any development on the Site, Developer agrees to the terms and conditions described in this Section 8.9. In connection with the development of the Project, Developer agrees to use commercially reasonable efforts to work with the Successor Agency and the City to pursue

certain upgrades to Stevenson Street as shown on and described in that certain document entitled "706 Mission Street – Conceptual Proposed Stevenson Street Upgrades" which is attached hereto as Exhibit V (collectively, the "**Stevenson Street Upgrades**"), including certain physical improvements as well as a full-time traffic manager to guide traffic on Stevenson Street and coordinate deliveries to the Jessie Square Garage. The Parties acknowledge that the Stevenson Street Upgrades are preliminary, and are subject to change or modification based upon design and engineering refinements and the permitting and approval process.

(b) Developer also agrees to use commercially reasonable efforts to work with the Successor Agency and the City to pursue (i) a second-midblock crosswalk on Mission Street between Third Street and Fourth Streets that would connect Jessie Square to the Yerba Buena Center for the Arts if a second-midblock crosswalk on Mission Street is recommended by the pedestrian study of Block 3706 described in Planning Commission Motion No. 18894 approved by the Planning Commission on May 23, 2013 (the "**Pedestrian Study**"), or (ii) other pedestrian improvements of an equivalent cost that are recommended by the Pedestrian Study, in either case subject to the approval of the Successor Agency and applicable City agencies with jurisdiction over such improvements (the "**Additional Pedestrian Improvements**"). All approvals of the Successor Agency under this Section 8.9 shall be made by the Successor Agency Executive Director.

(c) In connection with the Project, Developer agrees, at its sole cost and expense, to use commercially reasonable efforts to seek such permits, approvals and agreements (including, without limitation, any rights-of-way and/or other third party consents or approvals) as may be reasonably necessary to implement the Stevenson Street Upgrades and the Additional Pedestrian Improvements. If Developer obtains all such permits, approvals and agreements, then Developer shall implement the Stevenson Street Upgrades and the Additional Pedestrian Improvements, respectively, at Developer's sole cost as part of the development of the Project. If Developer cannot obtain any such permits, approvals or agreements, then Developer and the Successor Agency shall meet and confer in good faith to identify additional improvements or services in connection with the development of the Project of equivalent cost to Developer that will replicate the public benefit that cannot be achieved to the greatest extent possible.

(d) No later than the date that is ninety (90) days after the Effective Date of this Agreement, Developer shall pay to the Successor Agency Eighty Six Thousand Four Hundred Dollars (\$86,400) to be used to fund a 6 month pilot program for the Successor Agency to request and pay for City Department of Parking and Traffic personnel, pursuant to Section 10B of the City Administrative Code, to provide traffic enforcement services at the intersections of Mission Street and Third Street, Mission Street and Fourth Street and Stevenson Street and Third Street. If the City agrees to the proposed pilot program, then the City's Municipal Transportation Agency shall determine when and where the City Department of Parking and Traffic personnel will be stationed at these intersections. Notwithstanding the foregoing, if an initiative is circulated prior to the due date for the foregoing payment that would, if successful, have the effect of either prohibiting the development of the Project as authorized by the Section 309 Motion, or reducing the size of the Project compared to the Project as described in the Section 309 Motion, then Developer shall have no obligation to make any payment for the pilot program pursuant to this Section 8.9(d) until either (i) the initiative fails to qualify for the ballot or, (ii) if the imitative qualifies for the ballot, the initiative is defeated. The Successor Agency

may contract with the City or the Yerba Buena Community Benefits District to implement the pilot program.

(e) The provisions of this Section 8.9 shall survive the expiration or termination of this Agreement, and shall constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code Section 1468. Developer shall include in the Recorded Notice any obligations under this Section 8.9 that continue or have not been completed as of the date of recording, for the benefit of the City. On or before the date that the Successor Agency transfers its interests in the Gardens to another party, it shall transfer all of its rights and obligations under this Section 8.9 to the City, subject to the City's willingness to assume the same. The Successor Agency shall have no continuing rights or obligations under this Section 8.9 after the date of such transfer. All references to the Successor Agency in this Section 8.9 shall mean the Successor Agency or, following the date of any such transfer, the City.