

RECORDING REQUESTED BY
THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Block 3505: Lots 001, 007, 008, 027, 028, 029, 031, 031A, 032, 032A, 033, 033A, and 035

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT
BETWEEN CITY AND COUNTY OF SAN FRANCISCO AND STRADA BRADY LLC
FOR PROPERTY AT MARKET AND COLTON STREETS

This Amendment No. 1 to Development Agreement (this “**Amendment No. 1**”) is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), acting by and through its Planning Department, and STRADA BRADY LLC, a California limited liability company (“**Developer**”), and is dated for reference purposes as of August __, 2018.

Recitals

A. City and Developer entered into a Development Agreement dated as of April 17, 2018 and recorded in the Official Records against certain property described in Exhibit A (the “**Project Site**”) on April 25, 2018 Property as Document No. 2018K607299 (the “**Development Agreement**”). Any capitalized term used in this Amendment No. 1 that is not defined will have the meaning given to such term in the Development Agreement.

B. The Parties now wish to amend the Development Agreement as set forth below.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Affordable Housing Credits. The underlined language set forth below is added to Section B.1 of Exhibit D (the Affordable Housing Plan):

Number of BMR Units. Not less than twelve percent (12%) of the units located in each of Buildings A-D (approximately 57 units) shall consist of workforce BMR units affordable

to households earning up to 100% AMI (the “**BMR Units**”). The rental and re-rental of the BMR Units shall comply with the lottery preferences and other provisions utilized by MOHCD under the Mayor’s Office of Housing and Community Development Housing Preferences and Lottery Procedures Manual, and the reporting and monitoring requirements of the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual, each as published by MOHCD and as each may be updated from time to time, to the extent permitted by law. Developer shall record affordability restrictions that remain in effect for the life of the Project against each of the BMR Units, approved by MOHCD, before occupancy of the applicable units. Notwithstanding the foregoing or anything else to the contrary in the Agreement, Developer may satisfy the requirements of this Section through the application of Credits, as defined in that certain Agreement Preserving Affordable Housing Units at South Beach Marina Apartments by and between the City, acting through the Mayor’s Office of Housing and Community Development (“MOHCD”), and South Beach Marina, Inc., a Florida corporation, dated as of June 20, 2016 (the “South Beach Agreement”). If Developer satisfies the requirements of this Section through the application of Credits, then references in the Agreement to "BMR Units" shall be modified to reflect the application of the Credits. The value of the Credits needed to offset the Affordable Housing Fee that would apply under Planning Code Section 415 to satisfy the BMR Unit obligation for each Building shall be determined by MOHCD as set forth in the South Beach Agreement before issuance of the first construction document for the applicable Building.

2. Miscellaneous.

a. Incorporation. This Amendment No. 1 constitutes a part of the Development Agreement and any reference to the Development Agreement shall be deemed to include a reference to the Development Agreement as amended by this Amendment No. 1.

b. Effective Date. This Amendment No. 1 shall be effective on the date that it is signed by both Parties and recorded in the Official Records.

c. Ratification. To the extent of any inconsistency between this Amendment No. 1 and the Development Agreement, the provisions contained in this Amendment No. 1 shall control. As amended by this Amendment No. 1, all terms, covenants, conditions, and provisions of the Development Agreement shall remain in full force and effect.

d. Governing Law; Venue. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of California.

e. Integration. This Amendment No. 1 contains the entire agreement between the Parties with respect to the subject matter of this Amendment No. 1. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Amendment No. 1.

NOW THEREFORE, the parties hereto have executed this Amendment No. 1 as of the date set forth above.

CITY AND COUNTY OF
SAN FRANCISCO, a municipal corporation

STRADA BRADY LLC,
a California limited liability company

By: _____
John Rahaim, Director of Planning

By: _____
Michael Cohen, Manager

APPROVED:

DENNIS J. HERRERA
City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

RECOMMENDED:

Mayor's Office of Housing and Community Development

By: _____
Kate Hartley, Director