

File No. 161355

Committee Item No. 14
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 11, 2017

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
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| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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Completed by: Linda Wong Date January 6, 2017
Completed by: Linda Wong Date _____

1 [Master Development Agreement - BRIDGE Potrero Community Associates, LLC - Potrero
2 HOPE SF Project]

3 **Resolution authorizing the execution of the Master Development Agreement between**
4 **the Housing Authority of the City and County of San Francisco, BRIDGE Potrero**
5 **Community Associates, LLC, a California limited liability company, and the City and**
6 **County of San Francisco, for the Potrero HOPE SF Project at the approximately 38-acre**
7 **irregularly shaped site bounded by 23rd Street and Missouri Street to the north, Texas**
8 **Street to the east, 25th Street and 26th Street to the south and Wisconsin Street to the**
9 **south; and making findings under the California Environmental Quality Act, and**
10 **findings of conformity with the General Plan, and with the eight priority policies of**
11 **Planning Code, Section 101.1(b).**

12
13 WHEREAS, HOPE SF is the nation's first large-scale public housing transformation
14 collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and
15 creating vibrant mixed-income communities without mass displacement of current residents;
16 and

17 WHEREAS, Launched in 2007, HOPE SF is a 20-year human and real estate capital
18 commitment by the City; and

19 WHEREAS, HOPE SF, the City's signature anti-poverty and equity initiative, is
20 committed to breaking intergenerational patterns related to the insidious impacts of trauma
21 and poverty, and to creating economic and social opportunities for current public housing
22 residents through deep investments in education, economic mobility, health and safety; and

23 WHEREAS, The Potrero HOPE SF project (the "Project") is an approximately 38-acre
24 irregularly shaped site bounded by 23rd Street and Missouri Street to the north, Texas Street
25

1 to the east, 25th Street and 26th Street to the south and Wisconsin Street to the south in San
2 Francisco; and

3 WHEREAS, The San Francisco Housing Authority ("SFHA") owns and operates 619
4 units of public housing on the approximately 38-acre site of the Project, which is located in the
5 Potrero Hill neighborhood of the City; and

6 WHEREAS, The Project is a mixed use, mixed income development with several
7 different components, including: (i) construction of the public infrastructure to support the
8 Project; (ii) development of private, mixed-use affordable housing on affordable parcels in
9 accordance with an affordable housing plan; (iii) development of private, mixed-use residential
10 projects on market rate parcels; and (iv) development of community improvements (e.g., open
11 space areas, community facilities) throughout the Project; and

12 WHEREAS, The Potrero HOPE master plan consists of a maximum of 1,700 units, of
13 which approximately 800 are replacement units for existing Potrero households and additional
14 affordable housing units, there are also up to 800 units that will be for market rate housing
15 units; and

16 WHEREAS, The master plan includes all new streets and utility infrastructure, 3.5
17 acres of new open spaces, and approximately 50,000 square feet of new neighborhood
18 serving spaces; and

19 WHEREAS, The Master Development Agreement (the "Agreement") outlines land
20 conveyance by the SFHA to the master developer and associated provisions to ensure
21 completion of the Project; and

22 WHEREAS, Developer filed an application with the City's Planning Department for
23 approval of a development agreement relating to the Project Site (the "Development
24 Agreement") under Chapter 56; a copy of the Development Agreement is on file with the Clerk
25 of the Board in File No. 161161; and

1 WHEREAS, The Board of Supervisors is considering the Development Agreement for
2 the Project concurrently with this resolution; and

3 WHEREAS, The Board of Supervisors established the HOPE SF fund through
4 Ordinance No. 180-07 (Board File No. 070849), and affirmed its commitment to HOPE SF
5 through Resolution No. 556-07; and

6 WHEREAS, The Planning Commission of the City's Planning Department took the
7 following actions on December 10, 2015: Certified the Final Environmental Impact Report
8 (Motion No. 19529); Adopted CEQA Findings including a statement of overriding
9 considerations (Motion No. 19530); and, Adopted Findings of Consistency with the General
10 Plan and Planning Code, Section 101.1 (Motion No. 19531), for the Project; and

11 WHEREAS, The Board of Supervisors on _____ by
12 Ordinance No. _____ adopted all of the findings of the Planning Commission of
13 December 10, 2015, including findings under CEQA, and findings of consistency with the
14 General Plan and Planning Code, Section 101.1; and

15 WHEREAS, Ordinance No. _____ is on file with the Clerk of the Board of
16 Supervisors in File No. 161161 and is incorporated herein by reference; now, therefore, be it

17 RESOLVED, That in accordance with the recommendation of the Director of Mayor's
18 Office of Housing and Community Development ("MOHCD"), the Board of Supervisors hereby
19 approves and authorizes the Director of MOHCD (or his designee) to execute the Agreement
20 on behalf of the City between the City and County of San Francisco, the Housing Authority of
21 the City and County of San Francisco and BRIDGE Potrero Community Associates, LLC, for
22 the development of the Project, and the Director of MOHCD (or his designee) is hereby
23 authorized to execute any such other documents that are necessary or advisable to effectuate
24 the Agreement and the purpose and intent of this Resolution; and, be it
25

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
2 MOHCD (or his designee) to enter into any and all documents and take any and all actions
3 which such party, in consultation with the City Attorney, determines are in the best interest of
4 the City, do not materially increase the obligations of the City or materially decrease the
5 benefits to the City, are necessary and advisable to consummate the performance of the
6 purposes and intent of this Resolution and comply with all applicable laws, including the City's
7 Charter; any such actions are solely intended to further the purposes of this Resolution, and
8 are subject in all respects to the terms of this Resolution, and such official shall consult with
9 the City Attorney before execution of documents that include amendments from what was
10 previously submitted to the Board, and thereafter provide to the Clerk of the Board the final
11 document, as signed by the parties, together with a marked copy to show any changes within
12 30 days of execution for inclusion in the official file; and, be it

13 FURTHER RESOLVED, That all actions authorized and directed by this Resolution and
14 heretofore taken are hereby ratified, approved and confirmed by this Board of Supervisors.

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<p>Items 13, 14, 15 & 16 Files 16-1161, 16-1355, 16-1164, 16-1356</p>	<p>Department: Mayor's Office of Housing and Community Development (MOHCD)</p>
<p>EXECUTIVE SUMMARY</p>	
<p>Legislative Objectives</p>	
<p>The four proposed resolutions would approve: (1) the master development agreement (File 16-1355) and the development agreement between the San Francisco Housing Authority (SFHA) (File 16-1161), the City, and BRIDGE Housing Corporation and BRIDGE Urban Infill Land Development LLP (BRIDGE) to develop the Potrero HOPE SF Project; and (2) the master development agreement (File 16-1356) and the development agreement between SFHA (File 16-1164), the City, and Mercy Housing California and the Related Companies of California, LLC (Mercy) to develop the Sunnydale HOPE SF Project (File 16-1164). SFHA selected the developers through a competitive process in 2008.</p>	
<p>Key Points</p>	
<ul style="list-style-type: none"> • The Potrero HOPE SF and Sunnydale HOPE SF projects would demolish existing public housing and build replacement public housing, affordable housing, and market rate housing on land owned by SFHA. Each project would be developed in phases over approximately 25 years. • The master development agreements outline SFHA's role as landowner, including preparation and sale of SFHA-owned property to private developers to construct market rate housing and transfer of SFHA-owned property to non-profit developers through 99-year ground leases to construct affordable housing. The development agreements grant the developers the right to develop the project sites as described in the agreements. 	
<p>Fiscal Impact</p>	
<ul style="list-style-type: none"> • Phase 1 of the Potrero HOPE SF Project would construct 72 units of affordable housing; financing of \$68.5 million has been obtained of which \$17.7 million was committed by MOHCD. Phase 1 of the Sunnydale HOPE SF Project would construct 55 units at an estimated cost of \$42.4 million; MOHCD has committed \$7.0 million and the developer is seeking federal Low Income Housing Tax Credits and other financing. • The development agreements do not commit MOHCD to finance the remaining project phases, but MOHCD anticipates financing approximately \$583.8 million over 13 years. 	
<p>Policy Consideration</p>	
<ul style="list-style-type: none"> • Total development costs per square foot for Potrero and Sunnydale HOPE SF projects are higher than for the two other HOPE SF projects – Alice Griffith and Hunters View. According to MOHCD, Alice Griffith and Hunters View have lower costs due to the larger size of the projects and related economies of scale. Also, the more recent Potrero and Sunnydale projects are impacted by increasing construction costs in San Francisco. 	
<p>Recommendation</p>	
<ul style="list-style-type: none"> • Approval of the proposed resolutions is a policy matter for the Board of Supervisors. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Launched in 2007, HOPE SF is a City sponsored anti-poverty initiative, led by the Mayor's Office of Housing and Community Development (MOHCD) in partnership with the San Francisco Housing Authority (SFHA), to redevelop the City's most distressed public housing sites into mixed-income communities comprised of affordable housing, including replacement units for existing public housing, and market rate housing units.

The HOPE SF initiative is comprised of separate projects to redevelop four public housing sites in San Francisco. Construction to replace the 267 public housing units at Hunters View with 750 affordable units began in 2010 and is scheduled to be completed in 2018. Construction to replace the 256 public housing units at Alice Griffith with 504 affordable units began in 2015 and is scheduled to be completed in 2021. Potrero Terrace and Annex ("Potrero") and Sunnysdale-Velasco ("Sunnysdale") are the third and fourth sites slated for redevelopment as part of the HOPE SF initiative and are the subject of the proposed resolutions, discussed below.

Potrero is a 619 unit 38-acre public housing site located on the south slope of Potrero Hill. Sunnysdale is a 775 unit 50-acre public housing site located in the Visitacion Valley neighborhood. Both sites are currently owned and operated by SFHA and are in a similar state of disrepair with limited access to services and no formal open spaces.

SFHA issued a Request for Qualifications (RFQ) for developers of each of the two sites in October 2007. In 2008, SFHA selected BRIDGE Housing Corporation and BRIDGE Urban Infill Land Development LLP (BRIDGE) to develop a master development plan to revitalize Potrero, and selected Mercy Housing California and the Related Companies of California, LLC (Mercy) to develop a master development plan to revitalize Sunnysdale.¹ Over the next two years, the selected Master Developers hosted multiple meetings with SFHA residents and community members to develop new site plans for the projects. In 2010, the Master Plans were finalized and the Projects began their environmental review processes and land use approval processes with the Planning Department.

DETAILS OF PROPOSED LEGISLATION

The four proposed resolutions would approve:

¹ The Exclusive Negotiating Rights Agreements for both projects were later amended to grant development rights to the current developers: BRIDGE Potrero Community Associates, LLC and Sunnysdale Development Co., LLC. According to MOHCD, both limited liability corporations (LLCs) have the initially selected developer or their affiliate as controlling members.

- The master development agreement (File 16-1355) and the development agreement between SFHA, the City, and BRIDGE to develop the Potrero HOPE SF Project (File 16-1161); and
- The master development agreement (File 16-1356) and the development agreement between SFHA, the City, and Mercy to develop the Sunnydale HOPE SF Project (File 16-1164).

Overview of Potrero and Sunnydale HOPE SF Projects

Both the Potrero HOPE SF Project and the Sunnydale HOPE SF Project would demolish all existing public housing units and streets and build new housing and new streets to better connect the areas with the surrounding neighborhood street grids. At completion, both projects would include public housing replacement units, additional units affordable to households earning up to 60 percent of the Area Median Income (AMI)², and market rate units. As shown in Table 1 below, the projects would include 1,800 affordable housing units and 1,465 market rate housing units, for a total of 3,265 housing units; and new open space, new retail space, and new community services space. The new streets would include new public utility systems, sidewalks and street furnishings, and transportation improvements. Construction would occur in phases over 25 years, and current residents would be relocated to allow demolition and rebuilding of the site in phases.³

Table 1: Potrero and Sunnydale HOPE SF Proposed Uses

Proposed Use	Potrero		Sunnydale		Total
	Current	Proposed	Current	Proposed	Proposed
Residential Units					
Public Housing (Replacement)	619	619	775	775	1,394
Affordable (up to 60 percent of the AMI)	-	187	-	219	406
Subtotal, Affordable Housing	619	806	775	994	1,800
Market Rate	-	817	-	648	1,465
Total Residential Units	619	1,623*	775	1,642*	3,265
Retail Space	-	15,000 gsf	-	16,200 gsf	
Community Services Space	-	30,000 gsf	29,276 gsf	72,500 gsf	
Public Open Space	-	3.5 acres	-	3.6 acres	

Source: Master Development Agreements

*Each site has maximum build out of 1,700 units as provided in the Environment Impact Report (EIR)

Master Development Agreements

The Master Development Agreements (MDAs) outline SFHA’s role as land-owner and detail the SFHA’s responsibilities for the project, mainly: (a) disposing of land owned by SFHA for market rate parcels, which would be sold to independent developers, and new public infrastructure

² 60 percent of the AMI in 2016 for a family of four is \$64,600 as published by MOHCD.

³ Residents would be relocated onsite or voluntarily offsite. Residents are guaranteed a right to return to the property under the City’s Right to Return Ordinance.

and streets, which would be dedicated to the City upon Project completion; (b) disposing of land owned by SFHA for affordable parcels through long term ground leases with the affordable housing developers and (c) continuing to provide Section 8 vouchers for the operational costs of the affordable housing.

The Developers would prepare each market rate parcel for development, and SFHA would sell these parcels to third-party developers, with approved zoning, to build what is outlined in the Development Agreements and Special Use Districts.⁴ SFHA would have to approve the sale of each parcel, and the proceeds from the sale of these parcels would provide a funding source for development of affordable units. The market rate sites would not be individually subject to affordable housing obligations required by Planning Code Section 415, because more than one-half of the housing to be constructed in the Potrero and Sunnysdale HOPE SF projects is affordable.

SFHA would continue to own the affordable housing parcels and would issue 99-year ground leases to the Developers. As a condition of the leases, the Developers would be required to maintain the affordability of all units for 99 years. The Developers would own the building structures and maintain them. According to MOHCD, the Section 8 vouchers provided by SFHA together with rent payments from tenants would fully cover building operating costs and debt service payments.

Development Agreements

The Development Agreements grant the Developers the right to develop the project sites as described in the agreements. They also authorize City departments (e.g. the Planning Department and the City Attorney) to take any action required for project implementation, and provide certain fee exemptions⁵. The agreements outline the process for applying for City funding but do not commit City funding to the projects outright.

Potrero Development Phases and Financing

Construction of the Potrero HOPE SF Project would occur in five main phases over 25 years, and current residents would be relocated to allow demolition and rebuilding of the site in phases. Table 2 below shows the Project phases and public financing schedule. The timeline is subject to change depending on market forces and the availability of financing.

⁴ According to Ms. Lisa Motoyama, Director of Real Estate – Special Initiatives at MOHCD, market rate developers would be selected through a competitive process. The affordable developers could submit a proposal and compete in this process if they desired.

⁵ The Transportation Sustainability Fee and the Citywide Child Care Fee are not applicable to the projects per City code, while the Bicycle Parking In-Lieu Fee and the Street Trees In-Lieu Fee would be waived for both projects. Market rate units would be subject to the Eastern Neighborhoods Impact Fee Equivalent (for Potrero), the Visitacion Valley Fee (for Sunnysdale) and the School Impact Fee. Affordable units would be subject to the School Impact Fee, but would receive a credit for replacement public housing units. Both projects would be subject to established processing fees for the processing or review of applications.

Table 2: Potrero HOPE SF Project Phases and Public Financing Schedule

Public Financing Schedule				
Development Phase	Affordable Units	Market Rate Units*	Predevelopment	Permanent (Gap)
Phase 1	72	0	FY 2015-16	FY 2016-17
Phase 2	94	102	FY 2016-17	FY 2017-18
Phase 3	95	255	FY 2018-19	FY 2019-20
Phase 4	65	0	FY 2020-21	FY 2021-22
Phase 5A	160	255	FY 2021-22	FY 2023-24
Phase 5B	160	80	FY 2022-23	FY 2024-25
Phase 5C	160	125	FY 2023-24	FY 2025-26
Unit Total	806	817		

Source: Master Development Agreement

* Market Rate Unit estimates are approximate based on the Master Budget in the MDA

Phase 1 of the Potrero HOPE SF Project is construction on Block X⁶, which is scheduled to begin in 2017, and will convert a 0.69-acre vacant lot at 1101 Connecticut Street into 72 affordable housing units. Development of Block X in Phase 1 is not part of the development agreement, which is the subject of Resolution 16-1161. Financing of \$68,453,064 for development of Block X has been finalized as of December 20, 2016, as shown in Table 3 below.

⁶ Block X, located at 1101 Connecticut Street, is not part of the project site and is not part of the Potrero Development Agreement. The Board of Supervisors previously approved purchase of Block X from the San Francisco Unified School District in February 2016 (File 16-0069) and an option to ground lease the property to Potrero Housing Associates I, LP, a California limited partnership formed by BRIDGE Housing Corporation, in June 2016 (File 16-0555). The Planning Commission has approved zoning map amendments for Block X separately from the rest of the Project to expedite construction. Once construction of Block X is completed, existing Potrero public housing residents will be relocated to Block X during construction of replacement public housing at Potrero.

Table 3: Sources of Funds for Block X (Potrero HOPE SF Phase 1)

Source	Amount
Public Sources	
MOHCD Gap ⁷	\$17,693,093
Subtotal Public Sources	\$17,693,093
Private Sources	
First Mortgage ⁸	\$17,700,000
Private Subordinate Debt ⁹	1,200,000
Deferred Developer Fee ¹⁰	2,000,000
Private Investor Contributions ¹¹	29,859,971
Subtotal Private Sources	\$50,759,971
Total Sources	\$68,453,064

Source: MOHCD

The Potrero Development Agreement covers Phases 2 through 5 of the Potrero HOPE SF Project. Total estimated costs for development of 734 affordable housing units¹² are \$821,205,167, including \$322,346,687 in public financing and \$498,858,480 in private financing, shown in Table 4 below. Financing for the affordable housing units in the subsequent phases, which will occur over a nine-year period from FY 2017-18 through FY 2025-26, has not been finalized.

Financing for construction of 94 affordable housing units during Phase 2 of the Project would be secured in FY 2017-18. Phase 2 would entail (a) the demolition of 91 existing public housing units¹³ and surrounding infrastructure, (b) construction of Block B, which would include 94 affordable units, and (c) the sale of Block A for market rate housing development. Subsequent phases would similarly involve demolition of existing units, construction of new affordable units, and preparation of market rate parcels for sale and are expected to follow the public financing schedule described in Table 2 above.

⁷ A low-interest loan (3 percent) from MOHCD Gap Funding would be payable back to the City from residual rent receipts (i.e. funds that remain once all other expenses and debt are paid) over 55 years.

⁸ A private loan that uses the property as collateral. Block X's First Mortgage will be issued by Citibank.

⁹ According to Ms. Kirkpatrick, MOHCD Project Manager, Citibank provided subordinate debt through their Affordable Housing Catalyst Loan Program, paid through residual rent receipts if available.

¹⁰ A portion of the Developer fee would be paid back from rent receipts after completion of the Project.

¹¹ Private Investor Contributions include (a) \$100 in cash investment plus (b) \$29,859,871 in anticipated proceeds from the sale of Federal Low Income Housing Tax Credits for affordable housing projects.

¹² Of the 806 affordable housing units, 72 units will be constructed on Block X during Phase 1 and 734 units will be constructed under the terms of the Potrero Development Agreement in Phases 2 through 5.

¹³ Current residents would be relocated to the newly constructed affordable units on Block X or to vacant units in other buildings.

Table 4: Sources of Funds for the Potrero HOPE SF Project

Source	Amount
Public Sources	
MOHCD Gap	\$314,396,687
Affordable Housing Program ¹⁴	7,950,000
Subtotal Public Sources	\$322,346,687
Private Sources	
First Mortgage	\$189,139,244
Deferred Developer Fee	20,733,509
Private Investor Contributions ¹⁵	288,985,727
Subtotal Private Sources	\$498,858,480
Total Sources	\$821,205,167

Source: Master Development Agreement (Exhibit H)

Public financing of \$322,346,687 would consist of loans by MOHCD and the Federal Home Loan Bank of San Francisco.

Sunnydale Development Phases and Financing

Construction of the Sunnydale HOPE SF Project would occur in three main phases over 25 years, and current residents would be relocated to allow demolition and rebuilding of the site in phases. Table 5 below shows the Project phases and public financing schedule. The timeline is subject to change depending on market conditions and the availability of financing for affordable housing.

¹⁴ An Affordable Housing Program (AHP) grant from the Federal Home Loan Bank of San Francisco. The budget assumes that the Project would receive approximately \$10,000 per affordable unit for each phase of the Project percent. According to Ms. Motoyama, Block X did not receive this loan prior to construction because the Project was unable to apply in time, but the Developer will apply for funding in the next round.

¹⁵ Private Investor Contributions include (a) \$1,122,984 in cash investment plus (b) \$287,862,743 in anticipated proceeds from the sale of Federal Low Income Housing Tax Credits for affordable housing projects.

Table 5: Sunnysdale HOPE SF Project Phases and Public Financing Schedule

Public Financing Schedule				
Development Phase	Affordable Units	Market Rate Units*	Predevelopment	Permanent (Gap)
Phase 1	55	0	FY 2015-16	FY 2016-17
Phase 1A	343	8	FY 2016-17, FY 2017-18, FY 2018-19	FY 2017-18, FY 2018-19, FY 2019-20
Phase 1B	69	0	FY 2019-20	FY 2020-21
Phase 1C	100	48	FY 2020-21	FY 2021-22
Phase 2A	133	68	FY 2021-22, FY 2022-29	FY 2022-23, FY 2023-24
Phase 2B	79	86	FY 2023-24	FY 2024-25
Phase 2C	66	84	FY 2024-25	FY 2025-26
Phase 3A	72	137	FY 2025-26	FY 2026-27
Phase 3B	77	217	FY 2026-27, FY 2027-28	FY 2027-28, FY 2028-29
Phase 3C	0	0	FY 2028-29	FY 2029-30
Unit Total	994	648		

Source: Development Agreement

* Market Rate Unit estimates are approximate based on the Master Budget in the MDA

Phase 1 of the Project is construction of 55 affordable units on Parcel Q, a half-acre vacant lot owned by the Sunnysdale Parcel Q Housing Partners, L.P. (Parcel Q L.P.), an affiliate of the development partner, Mercy Housing California and the Related Companies of California, LLC, located at Sunnysdale and Hahn Streets, adjacent to the Sunnysdale Project owned by SFHA. Parcel Q L.P. purchased Parcel Q in December of 2016 and is in the process of assessing financing options, including permanent financing, applying to the California Tax Credit Allocation Committee for Federal Low Income Housing Tax Credits and the Federal Home Loan Bank of San Francisco for Affordable Housing Program (AHP) funds to finance the project, and MOHCD gap funding. MOHCD previously provided predevelopment financing of \$2,000,000 and acquisition financing of \$3,000,000 to Parcel Q L.P. Project construction is scheduled to begin in December 2017. Estimated project financing of \$42,431,219 is shown in Table 6 below.

Table 6: Sources of Funds for Parcel Q (Sunnydale HOPE SF Phase 1)

Source	Amount
Public Sources	
MOHCD Gap	\$6,952,279
Affordable Housing Program	540,000
Subtotal Public Sources	\$7,482,279
Private Sources	
First Mortgage	\$8,541,219
Private Investor Contributions ¹⁶	26,397,721
Subtotal Private Sources	\$34,938,940
Total Sources	\$42,431,219

Source: MOHCD

Total estimated financing of 944 affordable housing units in the Sunnydale HOPE SF Project, including the 55 units in Parcel Q, is \$965,191,517, which consists of \$392,428,208 in public financing and \$572,763,309 in private financing, shown in Table 7 below. Financing for all other phases of the Sunnydale Project would be finalized on a rolling basis in advance of the public financing schedule shown in Table 5 above.

Financing for construction of the next phase of the Project—Phase 1A—would be secured over three fiscal years—FY 2017-18, FY 2018-19, and FY 2019-20. Phase 1A would entail (a) the demolition of 188 existing public housing units¹⁷ and surrounding infrastructure, (b) construction of Blocks 6A, 6B, 3A, and 3B, which would include a total of 343 affordable units, (c) the sale of Block 5 for market rate housing development, and (d) construction of new community serving spaces. Subsequent phases would similarly involve demolition of existing units, construction of new affordable units, and preparation of market rate parcels for sale and are expected to follow the public financing schedule described in Table 5 above.

¹⁶ Private Investor Contributions in this instance, only include anticipated proceeds from the sale of Federal Low Income Housing Tax Credits for affordable housing projects.

¹⁷ Current residents would be relocated to the newly constructed affordable units on Parcel Q or to vacant units in other buildings.

Table 7: Sources of Funds for the Sunnydale HOPE SF Project

Source	Amount
Public Sources	
MOHCD Gap	\$288,246,382
Affordable Housing Program	\$9,800,000
California Department of Housing and Community Development (HCD) ¹⁸	\$94,381,826
Subtotal Public Sources	\$392,428,208
Private Sources	
First Mortgage	\$197,891,042
Deferred Developer Fee	\$17,999,788
Private Investor Contributions ¹⁹	\$356,872,479
Subtotal Private Sources	\$572,763,309
Total Sources	\$965,191,517

Source: Master Development Agreement (Exhibit H)

Companion Ordinances and Resolutions

In addition to the Development Agreements and Master Development Agreements described above, both projects require additional ordinances and resolutions to be approved by the Board of Supervisors in order to begin construction as planned. These include: (1) General Plan Amendments (Files 16-1308 and 16-1309); (2) Planning Code Map Amendments (Files 16-1160 and 16-1163); and (3) the Creation of Special Use Districts (SUDs) (Files 16-1159 and 16-1162). These ordinances and resolutions are calendared at the January 9, 2017 Land Use and Transportation Committee. If the Board of Supervisors approves the Development Agreements and Master Development Agreements the Board of Supervisors will also need to approve these additional ordinances and resolutions.

FISCAL IMPACT

MOHCD Gap Funding

Although the Development Agreements do not commit City funding to the projects, MOHCD anticipates that they would finance any costs not covered by other funding sources for both projects pursuant to the public financing approval process outlined in the Development Agreements. Based on current budget estimates, the Potrero HOPE SF Project (excluding Block X) would receive \$296,703,594²⁰ and the Sunnydale HOPE SF Project would receive

¹⁸ Unlike the Potrero Project budget, the Sunnydale Project budget assumes some financing from HCD. According to Ms. Kirkpatrick, the two projects would compete for HCD funding, so assuming one project receives funding and one does not allows the estimates for both projects combined to remain conservative.

¹⁹ Private Investor Contributions include (a) \$500,000 in cash investment plus (b) \$356,372,479 in anticipated proceeds from the sale of Federal Low Income Housing Tax Credits for affordable housing projects.

²⁰ Because Block X is not part of the Development Agreement, MOHCD Gap funding for Block X is excluded from this figure. The entire Potrero project is expected to receive \$314,396,687 in MOHCD gap funding. Subtracting MOHCD gap for Block X (\$17,693,093) from the total, provides the expected MOHCD gap received by the Project that would result from approval of the Development Agreement—\$296,703,594.

\$288,246,382 in funds from MOHCD Gap Funding, for a total of \$584,949,976 for both projects over approximately 13 years through 2030²¹.

According to Ms. Faith Kirkpatrick, Project Manager of the Potrero HOPE SF Project and Senior Community Development Specialist at MOHCD, the projects will receive a combined total of \$80 million from Proposition A affordable housing bonds that will cover a portion of MOHCD gap.²² According to Lisa Motoyama, Director of Real Estate-Special Initiatives at MOHCD, the remainder of MOHCD gap funding would likely come from the Housing Trust Fund. According to Mr. Benjamin McCloskey, Deputy Director of Finance and Administration at MOHCD, the Department currently has a funding plan that shows anticipated costs and revenues available to meet those costs.

The amount of MOHCD gap funding required to construct the Potrero HOPE SF and Sunnydale HOPE SF projects is subject to the availability of other financing and market conditions. MOHCD gap funding could be higher than projected if less State funding is available or construction costs are higher than currently anticipated. According to Mr. McCloskey, decreases in other financing or increases in project costs could result in delays in constructing the affordable housing project. An increase in gap funding provided by MOHCD to the Potrero HOPE SF or Sunnydale HOPE SF projects could impact MOHCD's ability to finance other projects in the City's long-range affordable housing pipeline.

Sale of Market Rate Parcels

Under the proposed MDAs, the Developers would prepare each market rate parcel for development, and SFHA would then sell these parcels to third-party developers for market rate housing construction. The proceeds from the sale of these parcels would provide an additional funding source for the construction of affordable housing. According to Ms. Kirkpatrick, a recent market study estimated the residual land value²³ of these parcels to be approximately \$170,000 per market rate unit for the Potrero project. Sunnydale's estimated land value is \$50,000 per market rate unit based on current land sales at Hunters View HOPE SF Project and the 2017 Market Sales study for the Sunnydale HOPE SF project.

Based on these estimates, sale of the estimated 817 market rate parcels located in the Potrero Project would generate \$138,890,000 for the Project, and sale of the estimated 648 market rate parcels located in the Sunnydale Project would generate \$32,400,000, for a combined total of \$171,290,000 for both projects.

As shown in Table 5 below, the net MOHCD Gap—MOHCD Gap less proceeds from sale of market rate parcels—would be \$157,813,594 for Potrero and \$255,846,382 for Sunnydale, for a combined total of \$413,659,976 for both projects.

²¹ As noted above the development of Block X in Phase I of the Potrero HOPE SF Project is fully funded and not included in the respective Development Agreement.

²² Proposition A was approved by San Francisco voters in November 2015.

²³ Residual land value in this case is the value of the land minus development costs incurred to prepare the land for sale.

Table 8: Net MOHCD Gap Funding for Potrero and Sunnydale HOPE SF Projects

	Potrero*	Sunnydale	Total
MOHCD Gap	\$296,703,594	\$288,246,382	\$584,949,976
Market Rate Parcel Sale Proceeds	138,890,000	32,400,000	171,290,000
Net MOHCD Gap	\$157,813,594	\$255,846,382	\$413,659,976

Source: MOHCD, Budget Analyst Calculation
 *Potrero MOHCD Gap excludes Block X

POLICY CONSIDERATION

Affordable units for Phase 1 of both Projects are comparable in size (both in terms of number of bedrooms and square footage) to the current phases of Alice Griffith and Hunters View HOPE SF Projects.²⁴ However, the total development cost (not including infrastructure costs) per square foot is higher for Potrero and Sunnydale than Alice Griffith and Hunters View, as shown in Table 9 below. According to Ms. Motoyama, the current phases of Alice Griffith and Hunters View have lower construction costs per square foot relative to the first phases of both Potrero and Sunnydale due to economies of scale—the current phases of Alice Griffith and Hunters View involve construction of larger buildings for more affordable units compared to the first phases of Potrero and Sunnydale. Ms. Motoyama also notes that development costs for these two projects are higher because construction costs in San Francisco are increasing due to increased competition from the current high volume of construction.

Table 9: Other HOPE SF Projects Total Development Cost (TDC) Comparison

HOPE SF Projects	TDC*	TDC per unit	TDC per bedroom	TDC per square foot
Alice Griffith - Phase 3A/B	\$84,947,022	\$696,287	\$312,305	\$467
Hunters View - Phase 2A	\$65,331,394	\$610,574	\$272,214	\$406
Potrero - Phase 1 (Block X)	\$57,524,912	\$821,784	\$410,892	\$528
Sunnydale - Phase 1 (Parcel Q)	\$42,431,219	\$771,477	\$415,992	\$689

Source: MOHCD
 * Total Development Cost for building construction (does not include infrastructure costs)

RECOMMENDATION

Approval of the proposed resolutions is a policy matter for the Board of Supervisors.

²⁴ The units in Parcel Q (Sunnydale) are slightly smaller on average than the other projects according to MOHCD data.

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383

December 6, 2016

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attention:

APNs:

Recorder's Stamp

MASTER DEVELOPMENT AGREEMENT

POTRERO ANNEX AND TERRACE

by and among

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

**CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation**

and

**BRIDGE-POTRERO COMMUNITY ASSOCIATES, LLC
a California limited liability company**

TABLE OF CONTENTS

1.	Definitions.	2
2.	Term.	10
3.	General Relationship; HUD and City Approvals.	11
3.1.	General Cooperation and Communication with HUD.	11
3.2.	Approvals and Relationship to City DA	11
3.3.	City DA Approvals.	11
3.4.	City Approval.	11
4.	The Project: Phasing, Schedule Budget and Updates	11
4.1.	Project Description.	11
4.2.	Phasing Plan.	12
4.3.	Master Schedule and Obligation to Comply with Outside Dates.	12
4.4.	Changes to Master Schedule.	12
4.5.	Master Budget.	13
4.6.	Updates, Amendments and DDAs	13
5.	The Project Site: Access, Hazardous Materials and Transfers.	14
5.1.	License Agreements	14
5.2.	Environmental Approvals	15
6.	Relocation.	18
6.1.	Relocation Plan	18
6.2.	Updates and Phase Relocation Documents	19
6.3.	Authority Relocation Responsibilities.	19
6.4.	Developer Relocation Role	20
6.5.	Relocation Costs	20
7.	Replacement Units and Operating Subsidy.	21
7.1.	Replacement Units	21
7.2.	HUD Requirements.	22
7.3.	Coordinating and Updating Resident Replacement Unit Information.	22
7.4.	Reoccupancy, Admissions and Waiting Lists.	23
8.	Title and Conveyance Matters.	24
8.1.	Title Examination and Clearance	24
8.2.	New Title Matters and Exceptions.	24
8.3.	Title Conditions for Conveyance	24
9.	Demolition.	25
9.1.	Conditions for Start of Demolition	25
9.2.	Construction License and Completion Obligation.	25

10.	Public Infrastructure Improvements	25
10.1.	Conditions for Start of Public Infrastructure Improvements.....	25
10.2.	Infrastructure Ground Lease and Completion Obligation.....	26
10.3.	Public Infrastructure Improvements Approvals, Vacation, Maintenance and Dedication.....	27
11.	Community Improvements	27
11.1.	Conditions for Transfer of Community Improvements Site	27
11.2.	Deed	28
12.	Market Rate Housing Development.....	28
12.1.	Conditions for Start of Market Rate Housing Development Site Improvements.....	28
12.2.	Construction License and Completion Obligation.....	28
12.3.	Selecting Market Rate Housing Development Owners.....	29
12.4.	Market Rate Housing Development Closing	29
13.	Affordable Housing Development Business Terms.....	29
13.1.	Affordable Housing Development Closing Documents.....	29
13.2.	Affordable Housing Ground Lease	30
13.3.	Affordable Housing Development Owners.....	30
13.4.	Subsidy Loans	30
13.5.	Operating Subsidy for Replacement Units.....	31
13.6.	Cash Flow	31
13.7.	Affordable Housing Developer Fee	31
13.8.	Reserves	31
13.9.	Option to Purchase and Right of First Refusal.....	31
13.10.	Guarantee	31
13.11.	Reoccupancy and Admissions	31
14.	Closing Conditions.	32
14.1.	Financing Plan	32
14.2.	Closing of Construction Financing	32
14.3.	Building Permit.....	32
14.4.	Construction Contract	32
14.5.	Phase Relocation Documents.....	32
14.6.	No Default.....	32
14.7.	Authority Commission Approval.....	32
14.8.	HUD Approvals	32
14.9.	No Default under existing Affordable Housing Ground Lease(s)	33
15.	Mediation.....	33
16.	Event of Default; No-Default Termination.....	33

16.1.	Event of Default in General	33
16.2.	Particular Breaches by the Parties.....	34
16.3.	Remedies.....	34
16.4.	No-Fault Termination	35
17.	Transfers and Assignments.....	36
17.1.	Transfers by Developer	36
17.2.	Transfers by the Authority and City	36
18.	Authority and HUD-Related Regulatory Provisions.....	36
18.1.	Workforce MOU.....	36
18.2.	Developer Not an Agent	36
18.3.	City Not an Agent	36
18.4.	Authority Not an Agent.....	37
18.5.	Disclaimer of Relationships	37
18.6.	Conflict of Interest Requirements	37
18.7.	Interests of Members of Congress	37
18.8.	Interests of Members, Officers, or Employees and Former Members, Officers or Employees of Authority.....	37
18.9.	Additional Federal Requirements	37
19.	Miscellaneous Provisions.....	38
19.1.	Attorney’s Fees	38
19.2.	Beneficiaries	38
19.3.	Estoppel Certificates	38
19.4.	Counterparts.....	38
19.5.	Authority and Enforceability	38
19.6.	Gender and Number	39
19.7.	Correction of Technical Errors	39
19.8.	Brokers.....	39
19.9.	Governing Law	39
19.10.	Effect on Other Party’s Obligation	39
19.11.	Table of Contents; Headings; Defined Terms.....	39
19.12.	Time	39
19.13.	Severability	40
19.14.	Entire Agreement	40
19.15.	No Party Drafter; Captions	40
19.16.	Avoiding and Minimizing Damages	40
19.17.	Further Assurances.....	40
19.18.	Non-Interference	40

19.19.	Approvals.....	40
19.20.	Authority Actions.....	41
19.21.	Interpretation.....	41
19.22.	Legal Representation.....	42
19.23.	Recordation; Run with the Land	42
19.24.	Nondiscrimination.....	42
19.25.	Modifications	42
19.26.	Waivers	42
19.27.	Relationship of the Parties	42
19.28.	Exhibits Incorporated, Maintained and Updated	42
19.29.	Notice of Termination.....	42
19.30.	Non-Recourse	43
19.31.	Employees of the Developer.....	43
19.32.	Notices	43

LIST OF EXHIBITS

Exhibit A:	Project Site
Exhibit B:	Projection Description
Exhibit C:	Master Building Unit List
Exhibit D:	Relocation Plan
Exhibit E:	Work Force MOU
Exhibit F:	Phasing Plan
Exhibit G:	Master Schedule
Exhibit H:	Master Budget
Exhibit I:	Form of Deed
Exhibit J:	Predevelopment License Agreement
Exhibit K:	Hazardous Materials Disclosure
Exhibit L:	Market Rate Housing Guidelines
Exhibit M:	Form of Notice of Termination

MASTER DEVELOPMENT AGREEMENT
(Potrero Annex and Terrace)

This This MASTER DEVELOPMENT AGREEMENT (Potrero Annex and Terrace) (as amended from time to time in accordance herewith, this “**Agreement**”), dated as of [_____, 2016] (the “**Effective Date**”), is made among the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (the “**Authority**”), the City and County of San Francisco, a municipal corporation (the “**City**”), represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development (“**MOHCD**”), and Bridge-Potrero Community Associates, LLC, a California limited liability company, (the “**Developer**”). The Authority, City and Developer are also sometimes referred to individually as a “**Party**” and together as “**Parties**”. Certain capitalized terms used in this Agreement are defined or cross-referenced in Article 1. The Parties enter into this Agreement with reference to the following facts and circumstances:

RECITALS

A. The Authority is a public housing authority formed pursuant to California Health and Safety Code Section 34200 et seq., and governed by certain regulations promulgated by the United States Department of Housing and Urban Development (“**HUD**”). The Authority’s governing board, the Authority Commission, is appointed by the Mayor of the City.

B. The Authority is the owner of the Six Hundred Nineteen (619) residential units, and ancillary improvements, at the Potrero Annex and Terrace public housing developments (collectively, the “**Existing Development**”), located in San Francisco, California, as more particularly described in the attached Exhibit A (as more particularly defined below, the “**Project Site**”).

C. In response to a Request for Qualifications issued by the Authority on October 16, 2007, the Authority selected the Developer's predecessors in interest, BRIDGE Housing Corporation and BRIDGE Urban Infill Land Development LLP (the “**Initial Developer**”) to develop a master development plan to revitalize the Project Site.

D. The Authority and the Initial Developer entered into an Amended and Restated Exclusive Negotiating Rights Agreement with the Initial Developer on May 26, 2011, which was amended and assigned to the Developer pursuant to a First Amendment to Exclusive Negotiating Rights Agreement dated October 24, 2013, and further amended by a Second Amended and Restated Exclusive Negotiating Rights Agreement dated March 25, 2015 (all collectively, the “**ENRA**”), in which the Authority and the Developer negotiated some of the material terms of this Agreement in connection with the Development (as defined below).

E. The proposed revitalization and transformation of the Project Site is part of the “**HOPE SF**” initiative sponsored by the City, through the Mayor's Office of Housing and Community Development (“**MOHCD**”), and the Authority. HOPE SF is the nation's first large scale public housing transformation collaborative-aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income-communities without mass displacement of current residents. The City intends to provide funding for the revitalization of the Project Site as it is in the best interest of the City and promotes the public, health, safety and welfare of the Project Site. In addition to its funding role, the City, through its various departments, will oversee the entitlement process and will provide construction, contracting and other regulatory oversight of the Project. On or about the date of this Agreement, the City, the Developer and the Authority are entering into a Development Agreement (the “**City DA**”)

pursuant to the authority of authority of Section 65864 et seq. of the California Government Code and Chapter 56 of the Administrative Code.

F. The Parties intends to accomplish the revitalization and transformation of the Project Site in a series of phases more particularly described in the City DA and this Agreement (each a “**Phase**”), ultimately intended to result in the demolition of the Existing Development and construction of a mixed-use development project (as further defined below, the “**Project**”) that will include, among other elements, one-for-one replacement of the existing public housing units within the Existing Development, other affordable and market-rate rental units, community service buildings, open space and a new and reconfigured street network. A current description of the overall Project is attached as Exhibit B of this Agreement (the “**Project Description**”).

G. Integral to the Project’s success is community building activities, which include, among other things, supportive services, economic development, workforce development, and youth and family programming (the “**Community Services**”). The Parties agree to integrate such community-building activities into the Project planning and collaborate on implementation of programs for the benefit of existing and future residents.

H. The Parties desire to enter into this Agreement, subject to the terms and conditions as provided herein.

AGREEMENT

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

1. Definitions.

“**Affiliate**” means with respect to a specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under Common Control with such specified Person.

“**Affordable Housing Development**” means an income-restricted, development to be developed and operated by a particular Affordable Housing Development Owner on a particular Affordable Housing Development Site in accordance with the Phasing Plan. An Affordable Housing Development may include some non-residential elements (such as first-floor retail or Community Services space), subject to the terms of the City DA.

“**Affordable Housing**” means any unit with restrictions for occupancy by households with annual household incomes not exceeding 60% of Area Median Income (“**AMI**”) as defined by the California Tax Credit Allocation Committee as regulated and monitored by the City through the City Loan Agreement. Affordable Housing may include Resident Replacement Units and Community Replacement Units.

“**Affordable Housing Development Closing**” means the date on which an Affordable Housing Development Owner enters into the Affordable Housing Development Closing Documents for a given Affordable Housing Development.

“**Affordable Housing Development Closing Documents**” means the Ground Lease for an Affordable Housing Development, together with such other documents between an Affordable Housing Development Owner and the City, the Authority, HUD, one or more private lenders and/or an Investor as may be executed at an Affordable Housing Development Closing to document the financial commitments

and regulatory obligations for such Affordable Housing Development in accordance with the applicable Financing Plan.

“Affordable Housing Development Owner” means an Entity formed by the Developer or its Affiliate that will be responsible for constructing and owning a particular Affordable Housing Development.

“Affordable Housing Development Site” means a portion of the Project Site subject to a particular Affordable Housing Ground Lease between the Authority and an Affordable Housing Development Owner on which a particular Affordable Housing Development is to be developed and operated under the Affordable Housing Ground Lease therefor. The Affordable Housing Development Sites are described in the Project Description.

“Agreement” is defined in the preamble.

“Approval” is defined in Section 19.19.

“Approved Funding Agreement” means a loan agreement or other funding agreement or any amendment thereto established in accordance with applicable terms of the City DA between the Developer or its designated Affiliate and the City (and/or an alternative funding source subject to City Approval) in form and substance Approved by the Developer or its Affiliate and containing a binding commitment of funds sufficient, as Approved by the Developer or its Affiliate and the City, to fund all direct and indirect costs of a given activity (including, as applicable, costs of design, engineering, owner’s representatives, permits, engineering, testing, abatement, demolition, construction, maintenance and repairs of completed improvements (including, as applicable, through the time of Public Infrastructure Improvements Dedication or sale of Market Rate Housing Development Sites), insurance premiums and deductibles (including, as applicable, for liability, environmental matters, latent defects and other coverage as deemed necessary or desirable), bonds, legal fees, contingencies and other hard and soft costs), and further including a commitment to fund unexpected costs arising during the course of the subject activity (such as geotechnical conditions or Hazardous Materials, delays in Public Infrastructure Improvements Dedication, the cost to repair damage to completed improvements (including through vandalism and *force majeure*) but expressly exclusive of those caused solely by the gross negligence or misconduct of the Developer or its Affiliate). The Developer acknowledges that the City may be constrained in its ability to offer an open-ended commitment of City Subsidy to fund unexpected costs, and will accept reasonable limits on such commitment in the event of extreme circumstances (such as *force majeure*) provided that it is made clear in the Approved Funding Agreement and in any associated documents (including a Construction License Agreement, an Infrastructure Ground Lease and/or a Public Improvement Agreement) that if such limits are applied and City Subsidy is terminated or otherwise limited the Developer or its Affiliate will be released from all corresponding obligations to Complete, repair, remedy or otherwise carry out activities or bear liability under the Approved Funding Agreement and associated documents.

“Authority” means the Housing Authority of the City and County of San Francisco, a public body, corporate and politic, or any successor designated by or under law.

“Authority Commission” means the Board of Commissioners of the Authority, or any successor governing body of the Authority designated by or under law.

“Authority Director” means the Executive Director of the Authority, or any successor executive officer of the Authority designated by the Authority Commission or under law.

“Authority Right to Return Resolution” is defined in Section 6.1

“Business Day” means a day other than a Saturday, Sunday or other day on which national banks in California are closed to the public for carrying on substantially all business functions.

“Cashflow MOU” means a Memorandum of Understanding by and between the Authority and the City regarding, among other things, the use of cashflow from the operation of an Affordable Housing Development for the payment of rent under an Affordable Housing Ground Lease, repayment of loans provided by the City, and application of proceeds of sale of the Market Rate Housing Development Sites.

“City” is defined in the Recitals.

“City Approval” is defined in Section 3.4.

“City DA” is defined in the Recitals.

“City DA Approvals” means, as applicable in a given context, the “Approvals,” the “Implementing Approvals,” the “Potrero Plan Documents,” the “Non-City Approvals,” a “Phase Application,” the “Master Infrastructure Plan” (relative to the Public Infrastructure Improvements only) and the “Community Improvements “ (relative to the Community Improvements only), each as defined in and established pursuant to the City DA.

“City Loan Agreement” means, with respect to an Affordable Housing Development, the loan agreement between the City, as lender, and the applicable Affordable Housing Development Owner, as borrower (or initially with the Developer or an Affiliate of the Developer), regarding City Subsidy for the development of such Affordable Housing Development.

“City Right to Return Ordinance” is defined in Section 6.1.

“City Subsidy” means a subsidy, payment, loan or other financial contribution from the City in support of the Project or an element thereof, as payable or arranged by the City as provided under the City DA or other agreement(s) between the City and the Developer or its Affiliate.

“Community Improvements” means any capital improvement or facility, on-going service provision or monetary payment, or any service required by the City DA or the Approvals, as defined in the City DA, for the public benefit that is not: (1) a Mitigation Measure for the Project required by CEQA; (2) a public or private improvement or monetary payment required by Existing Standards or Uniform Codes (including, for example, utility connections required by Uniform Codes, the payment of Impact Fees and Exactions, and City Planning Code-required open space); (3) stormwater management improvements; (4) the privately-owned residential and commercial buildings constructed on the Project Site; or (5) Public Infrastructure Improvements. Furthermore, Community Improvements shall not include any units constructed on the Market-Rate Parcels. Community Improvements are defined more particularly in the City DA, and such definition shall control in the event of any conflict.

“Community Improvements Site” means a portion of the Project Site to be conveyed by the Authority pursuant to a Deed in accordance with Section 11.

“Community Replacement Unit” means a newly constructed rental unit within the Project Site intended to replace an Existing Unit within an Affordable Housing Development but that is not necessary for the occupancy of an Existing Household. Community Replacement Units shall be created to the extent that the Authority provides project-based Operating Subsidy to assist households who occupy such

units, as further provided in Section 7.1, and shall be income-restricted in accordance with such Operating Subsidy.

“Complete” (or **“Completion”**) means **“Completion”** as defined in the City DA relative to a given activity, Phase or element of construction.

“Construction License Agreement” is defined in Section 5.1.35.1

“Control” means the ownership (directly or indirectly) by one Person and/or such Person and its Affiliates of day-to-day control of the activities of a Person coupled with a significant equity and voting interest in such Person. **“Common Control”** means that two Persons are both Controlled by the same other Person or Persons. **“Controlled”**, **“Controlling Interest”** and **“Controlling”** have correlative meanings.

“DDA” is defined in Section 1.4.6.3.

“Deed” means a deed from the Authority, as grantor, to the City, the Developer or its Affiliate, a Market Rate Housing Development Owner or another Person, as grantee, in substantially the form attached as Exhibit I with only such changes as may be Approved by the Authority and Developer.

“Defaulting Party” is defined in Section 16.1.

“Default Termination Notice” is defined in Section 16.3.3.

“Developer” means Bridge-Potrero Community Associates, LLC, a California limited liability company, or its Transferee in accordance herewith.

“Effective Date” is defined in the preamble.

“ENRA” is defined in the Recitals.

“Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, real estate investment trust, joint-stock company, cooperative, association or other entity.

“Event of Default” is defined in Section 16.2.

“Excusable Delays” is defined in Section 4.4.2.

“Exhibit” means, individually or collectively as the context requires, each of the exhibits to this Agreement listed in the List of Exhibits, including any exhibits thereto, as the same may be amended or supplemented from time to time in accordance with the terms thereof or of this Agreement.

“Existing Buildings” means the buildings comprising the Existing Development.

“Existing Development” is defined in the Recitals.

“Existing Household” means a lawful household, including each member of the household named on the lease, that occupied or occupies a unit within the Existing Development on or after April 1, 2016. Such households shall include any household who has been relocated after the April 1, 2016 date as part of the Development, or has been transferred by the Authority as an emergency transfer, provided that in either event the Authority shall provide the Developer with the identify of and contact information

for such household.

“Existing Non-Residential Tenants” means the non-residential tenants of the Existing Development eligible for relocation in accordance with the Relocation Laws and the Relocation Plan.

“Existing Units” means the existing public housing units located within the Existing Development (as more particularly described in the Master Building Unit List).

“Financing Plan” is defined in Section 14.1.

“General Partner” is defined in Section 13.3.

“Governmental Entity” means any court, administrative agency or commission, or other governmental or quasi-governmental organization with jurisdiction.

“Ground Lease” means an Affordable Housing Ground Lease, an Infrastructure Ground Lease or any other ground lease of a portion of the Project Site entered into by the Authority in accordance with this Agreement.

“Hazardous Materials” means any “hazardous substance” as defined in Section 101(14) of CERCLA (42 U.S.C. 9601(14) or Section 25281(d) or 25316 of the California Health and Safety Code at such time; any “hazardous waste” or “hazardous material” as defined in Section 25117, 25117.5 or 2550(j) of the California Health and Safety Code at such time; any other waste, substance or material designated or regulated in any way as “toxic” or “hazardous” in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. Section 1521 et seq.), Safe Drinking Water Act (42 U.S.C. Section 3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 3900 et seq. or California Water Code (Section 1300 et seq.) at such time; and any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Project Site or subject portion thereof.

“HOPE SF” is defined in the Recitals.

“HOPE SF Developer Fee Policy” means the policy established and administered by MOHCD relating to the payment of fees for activities relating to the Project (and, as applicable, other HOPE SF developments), as it may be revised or amended by MOHCD in accordance with its terms. The HOPE SF Developer Fee Policy is reviewed and approved by the Citywide Affordable Housing Loan Committee, which includes the Executive Director of the Authority.

“HOTMA” means the Housing Opportunities through Modernization Act of 2016, Pub. Law No. 114-201.

“Housing Act” means the United States Housing Act of 1937, as amended.

“HUD” is defined in the Recitals.

“HUD Requirements” means all requirements of HUD and federal law, regulation or HUD guidance as applicable to the Affordable Housing Developments or a given element thereof (including, as applicable in a given context, requirements relating to the public housing program, a Choice Neighborhoods Initiative Implementation Grant, RAD and/or Section 8 rental assistance) including (as

applicable, in a given context): the Housing Act; HUD regulations; the Authority's Consolidated Annual Contributions Contract with HUD, including amendments; a Declaration of Trust in favor of HUD (as the same may be amended); HUD notices; and all applicable federal statutes, executive orders and regulatory requirements; as such requirements may be amended from time to time.

"Infrastructure Ground Lease" means the short-term ground lease of a portion of the Project Site between the Authority and the Developer, to permit the Developer to construct and develop the Public Infrastructure Improvements, to be entered into in accordance with this Agreement.

"Investor" is defined in Section 13.3.

"Known Hazardous Materials" means Hazardous Materials identified in the Hazardous Materials Reports or, where applicable, such other reports as may have been generated by or provided to the Developer, its Affiliate or other relevant Person prior to the date of a Ground Lease, a License Agreement or other relevant document.

"License Agreement" means a Predevelopment License Agreement, a Construction License Agreement or any other license to enter portions of the Project Site entered into by the Authority in accordance with this Agreement.

"Market Rate Housing Development Closing" means the date on which the Authority conveys a Market Rate Housing Development Site to a Market Rate Housing Development Owner in accordance with Section 12.

"Market Rate Housing Guidelines" is defined in Section 12.3

"Market Rate Housing Development" means a market rate (or, as applicable, mixed-income) development to be developed and operated by a particular Market Rate Housing Development Owner on a particular Market Rate Housing Development Site in accordance with the Phasing Plan. A Market Rate Housing Development may include some non-residential elements (such as first-floor retail or Community Services space) and may include some income-restricted units (as further discussed in the City DA and the Market Rate Housing Development Guidelines.

"Market Rate Housing Development Owner" means an Entity responsible for constructing and owning a particular Market Rate Housing Development, to be selected in accordance with Section 11.

"Market Rate Housing Development Site" means a portion of the Project Site to be conveyed to a Market Rate Housing Development Owner by the Authority pursuant to a Deed in accordance with Section 11.

"Master Budget" is defined in Section 1.4.5.

"Master Building Unit List" is the list of Existing Units, together with associated information regarding Phasing and the location of Replacement Units, attached to this Agreement as Exhibit C.

"Master Schedule" is defined in Section 1.4.3.

"Mediation Request" is defined in Section 15.1.

"MMRP" is defined in the Recitals.

“**MOHCD**” is defined in the Recitals.

“**Non-Approving Party**” is defined in Section 15.

“**Notice of Termination**” is defined in Section 19.29.

“**Notifying Party**” is defined in Section 16.1.

“**Off-Site Resident Replacement Unit**” is defined in Section 7.1.

“**Official Records**” means the Official Records of the City and County of San Francisco maintained by the City's Recorder's Office.

“**Operating Subsidy**” means PBV Subsidy, RAD Subsidy or such other long-term, project-based subsidy provided by HUD and distributed through the Authority or directly to an Affordable Housing Development Owner that allows for the financially feasible construction and operation of Replacement Units.

“**Outside Date**” is defined in Section 1.4.3.

“**Party**” means, as the context requires, the Authority or Developer. For the avoidance of doubt, neither an Affordable Housing Development Owner nor a Market Rate Housing Development Owner is a Party (or one of the Parties).

“**Parties**” means, collectively, the Authority, the Developer and the City.

“**PBV Subsidy**” means project-based voucher rental assistance pursuant to Section 8(o)(13) of the Housing Act or successor program.

“**Permitted Exceptions**” is defined in [Section 8.1].

“**Person**” means any natural person, Entity or Governmental Entity.

“**Phase Demolition Buildings**” means those Existing Buildings located within the boundary of a given Phase, and to be demolished in connection with the development of such Phase, as described in the Phasing Plan.

“**Phasing Plan**” is defined in Section 1.4.2

“**Phase Relocation Documents**” is defined in Section 6.2.

“**Potrero Plan Documents**” has the meaning provided in the City DA.

“**Potrero SUD**” means the Potrero Special Use District, as established under the City’s Planning Code and Zoning Map pursuant to Board of Supervisors Ordinance No. [_____].

“**Predevelopment License Agreement**” is defined in Section 5.1.2.

“**Public Improvement Agreement**” means an agreement to be entered into between the Developer or its designated Affiliate, in accordance with the terms of the City DA, relating to the construction and dedication of Public Infrastructure Improvements (or, as applicable, a Phase thereof).

“Public Infrastructure Improvements” means the facilities, both on- and off-site, to be improved, constructed and dedicated to the City. Public Infrastructure Improvements include streets within the Project, sidewalks (and associated street trees), furniture, fixtures and equipment, Public Stormwater Management Improvements (as defined in the City DA), all public utilities within the public right of way (such as electricity, water, street lights, pedestrian lights, joint trenches and sewer lines but excluding any non-municipal utilities), bicycle lanes and paths in the public right of way, off-site intersection improvements (including but not limited to curbs, medians, signaling, traffic controls devices, signage, and striping), SFMTA infrastructure, and possibly parks. Public Infrastructure Improvements are defined more particularly in the City DA, and such definition shall control in the event of any conflict.

“Privately-Owned Community Improvements” means certain Community Improvements that will be facilities and services that are privately-owned and privately-maintained for the public benefit, with varying levels of public accessibility, that are not dedicated to the City as listed in Exhibit F of the City DA. Privately-Owned Community Improvements are defined more particularly in the City DA, and such definition shall control in the event of any conflict.

“Project” is defined in the Recitals.

“Project Description” is defined in Section 1.4.1.

“Project Site” is defined in the Recitals

“RAD” means HUD's Rental Assistance Demonstration program, or successor program.

“RAD Subsidy” means Section 8 rental assistance pursuant to RAD.

“Receiving Party” is defined in [Section 8.2].

“Relocation Laws” is defined in Section 6.1.

“Right to Return” is defined in Section 6.1.

“Relocation Cost Agreement” is defined in Section 6.5.1.

“Relocation Plan” means the Relocation Plan for the Project as approved by the Authority Commission on [August 25, 2016], a copy of which is attached as Exhibit D, as it may be revised and/or supplemented with Phase Relocation Documents in accordance with Section 6.2.

“Replacement Units” means, collectively, Resident Replacement Units and Community Replacement Units.

“Resident Replacement Unit” means a newly constructed rental unit intended to replace an Existing Unit for occupancy by an Existing Household, which may be located within an Affordable Housing Development or may be an Off-Site Replacement Unit located within the City of San Francisco, as a permanent relocation unit voluntarily selected by an Existing Household with a Right to Return in accordance with the Relocation Plan. All Resident Replacement Units are assisted with project-based Operating Subsidy

“Requesting Party” is defined in Section 15.

“Restricted Appraised Value” means the value of a given leasehold interest subject to a Ground Lease or fee interest subject to a Deed, as determined by an appraiser Approved by each Party, taking into account (as applicable) the unimproved condition, Hazardous Materials, Existing Buildings, and/or regulatory restrictions imposed or to be imposed upon such interest at the time of conveyance (including, in the context of an Affordable Housing Development Site, restrictions arising under HUD Requirements, City Subsidy loans and HUD Requirements).

“Significant Change” means, with respect to Developer, (i) such Person files a petition for bankruptcy, or makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed on account of such Person's insolvency, (iii) a writ of execution or attachment or any similar process is issued or levied against any bank accounts of such Person, or against any property or assets of such Person being used or required for use in the performance of such Person's performance of its obligations under this Agreement or against any substantial portion of any other property or assets of such Person, (iv) a final non-appealable judgment is entered against such Person in an amount in excess of five million dollars (\$5,000,000) and such Person does not satisfy or bond the judgment, or (v) without the consent of such Person, an application for relief is filed against such Person under any federal or state bankruptcy law, unless the application is dismissed within ninety (90) days.

“State” means, as the context requires, (i) the State of California, or (ii) the territorial jurisdiction of the foregoing.

“Subdivision Code” means the Subdivision Code of the City and County of San Francisco.

“Subdivision Map” means a subdivision map as defined in the Subdivision Code.

“Term” is defined in Section 2.

“Transfer” means to convey, transfer, sell, lease or assign as and to the extent permitted under this Agreement.

“Transferee” means any Person to whom a Transfer is made by a Party under this Agreement.

“Workforce MOU” means that certain InterCity Memorandum of Understanding dated as of [_____] between the City and the Authority, as amended from time to time in accordance with the terms hereof and thereof, all as more particularly described therein. A copy of the Workforce MOU as in effect on the Effective Date is attached as Exhibit E.

2. Term.

The term of this Agreement (the **“Term”**) shall commence upon the Effective Date and shall terminate, unless earlier terminated as provided below, on the date of: (i) with respect to any real property conveyed by Deed or by Affordable Housing Ground Lease by the Authority hereunder, upon the closing of such conveyance; (ii) termination of the City DA, and (iii) Completion of the Project. This Agreement shall also terminate, in whole or in part, to the extent expressly provided in the other provisions of this Agreement. Notwithstanding the foregoing, any provision herein that explicitly survives the expiration of the Term, or the termination of this Agreement, shall remain in full force and effect with respect to the Parties, and a Party's ability to utilize the remedies set forth herein to enforce such provisions shall remain in full force and effect.

3. General Relationship; HUD and City Approvals.

3.1. General Cooperation and Communication with HUD. The Authority, City and the Developer shall provide each other all necessary information relating to the Project, as expeditiously as possible for the orderly progress of the Project. The Authority and the Developer shall meet as frequently as necessary, for regular briefings and progress reports. The Authority and the Developer shall coordinate regarding all relevant communications with HUD, and share information, correspondence, and document from HUD relevant to the Project. The Authority will endeavor, with assistance from the Developer and the City, to secure the approval of HUD for all activities contemplated herein for which HUD has authority, including, relocation, approval of the disposition and/or demolition of the Existing Development, the grant of funds, the award or approval of Operating Subsidy, the operation and management of the Existing Development and the Affordable Housing Development Closings.

3.2. Approvals and Relationship to City DA

The Parties acknowledge and agree that the design and development of the Project will be subject to the City DA and by the Potrero SUD. Developer shall coordinate and carry out the development of plans and specifications for each Phase (including for each Affordable Housing Development) pursuant to the City DA and Potrero SUD, which specifically describe the design standards and process required of Developer to implement the Project. The City DA shall also control the ability of the Developer to cause an Affiliate to perform activities relating to the Project, provided that the identity of Affordable Housing Development Owners and Market Rate Housing Development Owners shall be subject to compliance with Sections 13.3 and 12, respectively.

3.3. City DA Approvals. The Developer shall develop the Project pursuant to the City DA Approvals as more particularly provided in (and subject to the terms and conditions of) the City DA. In furtherance of such obligation, the Developer shall be responsible for obtaining approvals from the City and from any Governmental Entity having jurisdiction over all or a portion of the Project Site, including any permit, approval, entitlement, agreement, permit to enter, utility service, Subdivision Map, subdivision improvement agreement(s), building permit or other authorization for the work it is required to perform under the City DA and as may be necessary or desirable to effectuate and implement such work. The Authority shall reasonably cooperate (at no material cost to the Authority that is not reimbursed) with Developer on request in obtaining City DA Approvals, and shall fulfill its obligations under the City DA as applicable. The Developer will not agree to the imposition of any conditions or restrictions in connection with obtaining any City DA Approvals if the same would create any obligations on the Authority's part not otherwise contemplated under this Agreement, without the Approval of the Authority.

3.4. City Approval. Certain documents or actions referenced in this Agreement are subject to "City Approval", which means the Approval of the City, which shall not be granted or denied by the City without prior consultation with the Authority and consideration of all input received from the Authority on the issues covered by such Approval.

4. The Project: Phasing, Schedule Budget and Updates

4.1. Project Description. A narrative description of the overall Project as of the Effective Date, as established pursuant to the City DA, is attached as Exhibit B (the "Project Description"). Each Party Approves the initial Project Description. The Project Description attached to this Agreement is a copy of a corresponding exhibit to the City DA. The Developer shall be responsible for updating the initial Project Description in accordance with the City DA; provided, however, that: (a) changes to the Project Description are subject to City Approval if and to the extent they materially affect the obligations of the Authority pursuant to this Agreement relative to relocation of Existing Households or provision of

Operating Subsidy, and (b) in no event shall the number of Resident Replacement Units be reduced without the Approval of the Authority.

4.2. Phasing Plan. The Phasing Plan for the Project as of the Effective Date, as established pursuant to the City DA, is attached as Exhibit F (the “**Phasing Plan**”). Each Party Approves the initial Phasing Plan. Developer shall be responsible for updating the initial Phasing Plan in accordance with the City DA; provided, however, that: (a) changes to the Phasing Plan are subject to City Approval if and to the extent they materially affect the obligations of the Authority pursuant to this Agreement relative to relocation of Existing Households or provision of Operating Subsidy, and (b) in no event shall the number of Replacement Units within the Project be reduced, or otherwise be modified, without the Approval of the Authority.

4.3. Master Schedule and Obligation to Comply with Outside Dates. A master schedule for the Project as of the Effective Date reflecting the start of demolition, the start of Public Infrastructure Improvements and the Affordable Housing Development Closings within each Phase is attached as Exhibit G (the “**Master Schedule**”). The Master Schedule has been established by reference to corresponding elements of the City DA. The current Master Schedule reflects an expedient development schedule desired by the Parties, and is dependent on timely performance of obligations arising under this Agreement (including relocation of Existing Households, demolition of Existing Buildings and Completion of Public Infrastructure Improvements) as well as external factors (including the availability of City Subsidy and other resources). The last date by which an Affordable Housing Development Closing may occur, as set forth in the Master Schedule, is referenced in this Agreement as the “**Outside Date**”. Developer shall, subject to the terms and limitations of this Agreement, be responsible for causing each Affordable Housing Development Closing to occur on or before the applicable Outside Date.

4.4. Changes to Master Schedule. Developer shall be responsible for updating and maintaining the Master Schedule pursuant to the standards set forth below. If Developer desires to update the Master Schedule it will provide notice of such update to the Authority together with a specific written explanation of the basis for any change (together with a citation to the relevant authorizing provision of this Agreement or the City DA, if applicable). The Developer may adjust the Master Schedule with City Approval or as otherwise provided below in Sections 4.4.1 or 4.4.2.

4.4.1. Changes to Master Schedule. Developer shall be entitled to extend the Outside Date for an Affordable Housing Development Closing based on corresponding changes to the schedule applicable to such Affordable Housing Development, if any, pursuant to the City DA (including an “Excusable Delay” arising under the City DA or a delay arising under Section 3.2 of the City DA based on the availability of “Project Funds”). The period of such extension will be equal to the period of delay pursuant to the City DA relative to the existing Master Schedule.

4.4.2. Excusable Delay. Developer shall be entitled to extend the Outside Date for each Affordable Housing Development Closing, or otherwise adjust the Master Schedule, for causes beyond the reasonable control of Developer, provided that Developer has acted in good faith and utilized commercially reasonable efforts to satisfy its obligations hereunder, and provided further that such delay is not caused by the fault, failure to act, or negligence of Developer (“**Excusable Delays**”). Without limitation to the foregoing, Excusable Delays shall include delays caused by: (a) the failure of the Authority to complete activities required or anticipated by this Agreement in accordance with the terms of this Agreement and the Master Schedule (including relocation activities for which the Authority is responsible (regardless of whether such delay may have been caused by a lack of funding)); (b) the failure of the Authority to exercise an Approval right in a timely and (except where a different standard is specified) reasonable manner and in accordance with the terms of this Agreement; (c) the failure to receive a timely award of tax credits or tax-exempt bond financing allocations or the unavailability of equity and private loans for the Affordable Housing Developments under commercially reasonable terms

and conditions in the amount projected in the Master Budget or Financing Plan, as applicable, provided, that Developer has utilized good faith, and commercially reasonable efforts, to obtain such financing, or to obtain alternative financing; (d) the unavailability of Operating Subsidy for Replacement Units at or above current Section 8 PBV levels or, if applicable, the levels reflected in a Financing Plan, that materially affects the ability of each Replacement Unit to support its own long-term operating expenses or causes equity or private loans to be unavailable under the standards set forth in the preceding clause (including Developer's efforts to obtain alternative financing sources); (e) a material adverse change in HUD Requirements relative to current standards that causes a material delay or materially adversely affects the regulatory or financial structure of the Replacement Projects; (f) materially adverse delays, actions or failures to act by HUD, the City, or other governmental entities in either their sovereign or contractual capacity; (g) lack of timely and adequate funding of City Subsidy for predevelopment, relocation, demolition, Public Infrastructure Improvements, abatement of Hazardous Materials, Community Improvements or other Project expenses as anticipated in the current phase of the Project; (h) material adverse changes in market conditions or the availability of financing relative to current standards that causes a material delay in or otherwise materially adversely affects a Market Rate Housing Development Phase; (i) delays in removing liens or encumbrances or otherwise making the Project Site available for conveyance in accordance with the standards set forth in Section 8 of this Agreement; (j) acts of God, terrorists or public enemy, earthquakes or hurricanes and such event has a direct and material impact on Developer's ability to perform its obligations hereunder; or (k) litigation affecting the applicable Phase or Affordable Housing Development to which Developer is not a party. The period of extension arising from an Excusable Delay will be equal to the period of such Excusable Delay or such longer period (in no event to exceed the period of such Excusable Delay by more than one hundred eighty (180) days, subject to City Approval, as may be necessary due to the adverse additional consequences of such Excusable Delay (including adverse additional consequences relating to seasonal construction factors, funding cycles or permitting schedules); provided, however, Developer shall use commercially reasonable efforts to minimize any Excusable Delay. From time to time on request of the Authority or the City, Developer shall provide a good faith update of the Master Schedule reflecting the effect of Excusable Delays hereunder.

4.5. Master Budget. A Master Budget for the Project is attached as Exhibit H (the "**Master Budget**"). The Master Budget is attached for informational and coordination purposes only. The Parties acknowledge that, as of the Effective Date, the Master Budget reflects preliminary determinations relative to both sources and uses of funds, and will be updated and refined numerous times throughout the development of the Project based on a variety of factors such as construction pricing, availability of financing and the level and mixture of Operating Subsidy. Developer shall be responsible for updating the Master Budget and for supplementing the initial Master Budget with further details for each Affordable Housing Development as the subject Affordable Housing Development Closing for that Affordable Housing Development approaches. Final budgets and funding commitments shall be established in accordance with applicable provisions of the City DA and, relative to a given Affordable Housing Development, the Financing Plan and the Affordable Housing Development Closing Documents shall be subject to City Approval.

4.6. Updates, Amendments and DDAs.

4.6.1. The Parties recognize that the Project is expected to be developed in multiple Phases over a period of approximately ten to twenty (10-20) years. As such, the Parties acknowledge that certain assumptions informing this Agreement and articulated in the associated Exhibits, such as the Master Budget, are likely to change over the course of implementing the Project.

4.6.2. The Parties intend for the evolution of the Project and of each Phase to be captured primarily through the evolution of Exhibits (such as the Phasing Plan or the Project Description),

the terms of License Agreements (such as the scope identified in a Construction License Agreement), the terms of Affordable Housing Development Closing Documents, the Market Rate Housing Guidelines and other elements of this Agreement. Upon written request of the Authority or the City, the Developer will issue written confirmation of the accuracy of any or all Exhibits and any Financing Plan or will submit updates as needed (subject to City Approval or Approval of the Authority as applicable under the terms of this Agreement). Upon written request of the Developer, the Authority or the City will issue written acknowledgment of the accuracy of any or all Exhibits and any Financing Plan or will consider updates proposed for Approval as applicable under the terms of this Agreement.

4.6.3. If and to the extent that any Party reasonably determines that this Agreement and its Exhibits, in combination with the City DA and documents generated pursuant to the City DA, do not provide (and cannot reasonably be updated to provide) sufficient detail concerning any Phase or element thereof consistent with the status of such Phase and the Master Schedule, or are otherwise not effective instruments for moving forward with such Phase or element thereof in accordance with the Master Schedule, such Party may further propose for Approval by the other Parties a "Development and Disposition Agreement" or other freestanding implementation agreement relative to the subject Phase or element thereof (a "DDA"). Any DDA shall be consistent with the applicable Phasing Plan and subject to the City DA. In order to prevent duplication and to expedite the development process, any DDA shall incorporate as many provisions of this Agreement as shall be applicable, together with conditions specific to the particular Phase or element thereof. DDAs shall not be cross-defaulted with this Agreement or with any other DDA except as may be expressly provided otherwise in a particular DDA with the Approval of each Party.

5. The Project Site: Access, Hazardous Materials and Transfers.

5.1. License Agreements.

5.1.1. In General. The Authority shall from time to time upon request of Developer enter into a License Agreement with Developer (and/or with an Affiliate of Developer) providing Developer (and/or such Affiliate), together with its representatives, agents, contractors, consultants, subcontractors or joint venture partners, and their respective employees or agents access to certain portions of the Project Site in order to undertake activities as further provided in this Agreement. Other than Transfers or License Agreements expressly authorized by this Agreement, the Authority shall not grant any license or other right to use of any portion of the Project Site that could materially and adversely impact Developer's development of the Project Site as contemplated herein or in the City DA without the Approval of Developer. The Developer agrees and acknowledges that during the term of the License Agreements and related activities in the Project Site, certain Existing Households will continue to reside in Existing Buildings, subject to existing leases with the Authority, which, among other things, require the Authority to provide such residents the quiet use and enjoyment of their existing residences. Consistent with performing its responsibilities under the City DA and in accordance with good construction practices, Developer shall use (or its Affiliate acting pursuant to a License Agreement shall use) commercially reasonable efforts to (i) minimize the impact of such activities on the Existing Households, (ii) minimize damage, disruption or inconvenience caused by such activities, and (iii) make adequate provision for the safety and convenience of all Persons affected by such activities.

5.1.2. Predevelopment License Agreements. The Authority has previously entered into one or more License Agreements with Developer and its Affiliates allowing for testing, inspection, and other predevelopment activities as may be reasonably required to advance the development of the Project Site under this Agreement and the City DA in the form attached as Exhibit J (the "**Predevelopment License Agreement**"). The Authority agrees to amend the existing Predevelopment License Agreement and/or enter into additional Predevelopment License Agreements during the Term of

this Agreement as reasonably required to advance the Project or any Phase thereof, provided that any such Predevelopment License Agreement shall be substantially in the form attached as Exhibit J with only such changes thereto as Developer and the Authority may Approve. In no event may the Developer or its Affiliate perform any demolition or construction activities under the terms of a Predevelopment License Agreement without the express written Approval of the Authority, it being the Parties intention that such activities occur only pursuant to a Construction License or an Infrastructure Ground Lease.

5.1.3. Construction License Agreements.

5.1.3.1. Subject to the conditions set forth elsewhere in this Agreement, the Authority will enter into one or more License Agreements relating to a particular Phase with the Developer or a designated Affiliate of the Developer (a “**Construction License Agreement**”) pursuant to which the Developer or such Affiliate may carry out specified demolition, construction, abatement or site preparation activities. As will be more particularly described in the form of Construction License Agreement, Developer or its Affiliate shall provide that the Authority is an express third party beneficiary of any construction bonds, guarantees or other security as may be established pursuant to the City DA, subject to City Approval. Each Construction License Agreement shall include rights of access and staging on elements of the Project Site that are outside the boundaries of the subject Phase as may reasonably requested by the Developer or its Affiliate. The Parties may choose to amend a Construction License Agreement on one or more occasions to accommodate concurrent demolition or site preparation activities within such Phase in a single Construction License Agreement.

5.1.3.2. In connection with any activity undertaken by the Developer or its Affiliate pursuant to a Construction License or pursuant to an Infrastructure Ground Lease (and notwithstanding any contrary provisions of such agreements, of this Agreement, of the City DA or of any Approved Funding Agreement), after Completion of the subject activity neither the Developer nor its Affiliate shall bear any liability or responsibility to the City or to the Authority or to any of their respective successors or assigns (including Market Rate Development Owners) provided that liability insurance satisfactory to each Party and naming the Authority and the City as additional insureds is placed by the Developer or its Affiliate (the cost of which will be funded as part of the corresponding Approved Funding Agreement). In the event of a conflict between the provisions of this Section 5.1.3.2 and the requirements of any Public Improvement Agreement, the Public Improvement Agreement will control.

5.2. Environmental Approvals. Pursuant to the National Environmental Policy Act (“**NEPA**”) and the California Environmental Quality Act (“**CEQA**”), and their respective implementing regulations, MOHCD and the City Planning Department, as the “lead agency” under both NEPA and CEQA, prepared a joint Environmental Impact Report/Environmental Impact Statement on December 10, 2015 (the “**EIR/EIS**”), to assess the environmental impacts associated with the Development, following conduct of a duly noticed public hearing. Pursuant to NEPA and its implementing regulations, on December 11, 2015, MOHCD submitted a Notice of Intent to Request Release of Funds and Notice of Availability of Final Environmental Impact Record/Final Environmental Review Statement to HUD, and on January 5, 2016 HUD approved such request for Release of Funds. The EIR/EIS called for the implementation of certain mitigation measures under both NEPA and CEQA through a “Mitigation Monitoring and Reporting Program” (as the same may be revised from time to time in accordance with state law and upon City Approval and the Approval of the Developer, the “**MMRP**”). The Authority as the “responsible agency” under CEQA has considered, approved and made the required CEQA findings in connection with the EIR/EIS that have served as the environmental documentation under CEQA/NEPA in the Authority’s consideration of approval of this Agreement.

5.3. Hazardous Materials.

5.3.1. The Developer shall be given the opportunity to investigate the Project Site fully, using experts selected pursuant to the contracting provisions included in any City funding agreements covering such predevelopment work, under the Predevelopment License Agreement. In connection with such investigations, the Authority, at no material cost to it that is not otherwise reimbursed, shall reasonably cooperate with the Developer and shall afford the Developer access, upon not less than five (5) days' prior notice, and otherwise at all reasonable times, to such non-privileged books and records as the Authority shall have in its possession or control relating to the prior use and/or ownership of the Site or any portion thereof. In fulfillment of the requirements of Section 25359.7(a) of the California Health and Safety Code, the Authority has provided the Developer with copies of the hazardous materials documents listed in Exhibit K (the "Hazardous Materials Documents"). To the best knowledge of the Authority, the Hazardous Material Documents depict the condition of the Project Site with respect to the matters covered in such documents as of the date of such documents and as of the date of this Agreement.

5.3.2. The Developer, through an Affiliate, may carry out abatement and remediation activities on the Project Site in accordance with the Phasing Plan under the terms of applicable Construction License Agreements.

5.3.3. Except as otherwise provided in Section 5.3.4 below, any Deed or Ground Lease shall be delivered "AS IS," with no warranties or representations by the Authority or by the Developer or its Affiliates concerning the condition of the site or any improvements. Any lessee under a Ground Lease, and any purchaser of a Market Rate Housing Development Site (pursuant to a DDA, a release agreement or any other instrument Approved by the Developer and by the Authority) shall expressly acknowledge the same pursuant to substantially the following terms, and shall also provide separately for a corresponding release of claims against the Authority, the Developer and its Affiliates:

"AS IS" CONVEYANCE. [LESSEE] ACKNOWLEDGES THAT PRIOR TO THE COMMENCEMENT DATE, [DEVELOPER], AND ITS AGENTS, PERFORMED CERTAIN WORK, AND OTHERWISE HAD ACCESS TO, PORTIONS OF THE LEASED PREMISES PURSUANT TO ONE, OR MORE, LICENSE AGREEMENT(S) AND/OR GROUND LEASE(S) BETWEEN [LESSOR] AND [DEVELOPER] (OR ITS AFFILIATES) PURSUANT TO THE [MDA]. AS OF THE COMMENCEMENT DATE, [LESSEE] HEREBY ACCEPTS THE LEASED PREMISES "AS IS," WITH NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY [LESSOR] OR BY [DEVELOPER (OR ITS AFFILIATES)] CONCERNING THE CONDITION OF THE [LEASED PREMISES], INCLUDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS (OTHER THAN AS EXPRESSLY SET FORTH HEREIN). [LESSEE] HEREBY AGREES AND ACKNOWLEDGES THAT EXCEPT IN THE EVENT OF ANY FRAUD, MISREPRESENTATION, OR WITHHOLDING OF INFORMATION BY [LESSOR [OR DEVELOPER]], [NEITHER LESSOR NOR DEVELOPER NOR ANY AFFILIATE OF EITHER] HAS MADE ANY REPRESENTATION AS TO ANY MATTERS CONCERNING THE [LEASED PREMISES], INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE [LEASED PREMISES] (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (C) THE DEVELOPMENT POTENTIAL OF THE [LEASED PREMISES], AND THE LEASED PREMISES' USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF

THE LEASED PREMISES FOR ANY PARTICULAR PURPOSE; (D) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE ADJOINING OR NEIGHBORING PROPERTY (INCLUDING, BUT NOT LIMITED TO, ANY OTHER PORTION OF THE POTRERO SITE); (E) THE CONDITION OF TITLE TO THE LEASED PREMISES; AND (F) ANY INFRASTRUCTURE IMPROVEMENTS, OR ANY OTHER SITE WORK PERFORMED BY OR ON BEHALF OF [DEVELOPER] PRIOR TO THE COMMENCEMENT DATE. LESSEE AFFIRMS THAT LESSEE HAS NOT RELIED ON THE SKILL OR JUDGMENT OF LESSOR OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE LEASED PREMISES FOR ANY PARTICULAR PURPOSE, AND THAT LESSOR MAKES NO WARRANTY THAT THE LEASED PREMISES IS FIT FOR ANY PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO, THE DEVELOPMENT OF THE IMPROVEMENTS. LESSEE ACKNOWLEDGES THAT IT USED ITS INDEPENDENT JUDGMENT AND MADE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT MADE RELATIVE TO THE LEASED PREMISES AND RELIED UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE LEASED PREMISES (INCLUDING, WITHOUT LIMITATION, WHETHER THE LEASED PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). LESSEE UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE LEASED PREMISES' LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY

5.3.4. Each Ground Lease and each License Agreement entered into pursuant to this Agreement shall include the following allocation of responsibilities for Hazardous Materials:

a) The Authority agrees to indemnify, protect, hold harmless and defend [the Licensee / Tenant], its partners, shareholders, officers, directors, employees, insurers, sureties, attorneys, agents and contractors, from and against any and all third-party claims, demands, losses, damages, liabilities, fines, penalties, charges, causes of action, administrative and judicial proceedings and orders, settlements, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees, expert witness fees and costs), arising out of the presence of any Known Hazardous Materials on the Site or any other Hazardous Materials existing on the Site as of the [License / Ground Lease] Date, regardless of whether or not such Hazardous Materials are disclosed in the Hazardous Material Reports.

b) Notwithstanding subsection (a), above, in no event shall the Authority's obligation in this Section require the Authority to violate any applicable law, rule, regulation or requirement of HUD regarding the use of the assets of any public housing project or any funds received under the Annual Contributions Contract, as amended from time to time, between the Authority and HUD (the "ACC"). Public housing operating or capital subsidies, or other receipts generated by any public housing project, or certain other restricted funds or assets governed by HUD, may not be used to pay or satisfy any financial obligation of Lessor (if any) under subsection (a), above, and, there shall be no legal right of recourse under this Lease against:

- 1) any public housing project of the Authority (as the term "project" is defined in the ACC);
- 2) any operating receipts of the Authority (as the term "operating receipts" is defined in the ACC);
- 3) any public housing operating reserve of the Authority reflected in the Lessor's annual operating budget and required under the ACC; or
- 4) any other HUD funds restricted for such purpose pursuant to specific HUD Requirements.

In the event of any conflict between the terms of this subsection (b) and any other provision of this Lease, the terms of this subsection (b) shall control.

5.3.5. Notwithstanding the foregoing, in no event shall the Authority's indemnity obligation in a Ground Lease (or a License Agreement) require the Authority to reimburse the Developer, any tenant under a Ground Lease, or any licensee under any License Agreement, for costs incurred by, or on behalf of, such party, in connection with: (i) remediation or abatement of Hazardous Materials specifically identified (and, if applicable, quantified) by the applicable remediation or construction plans; (ii) remediation or abatement of Hazardous Materials that is funded by any City Subsidy, other funds received under a City Loan Agreement, or otherwise funded by the City (exclusive of funding that the City may agree to provide as an interim source pending resolution of a claim against the Authority); or (iii) remediation or abatement of Hazardous Materials that is otherwise financed by (and in the amounts anticipated by) a funding source set forth in, or contemplated by, a Financing Plan. As between the Authority and the Developer, any tenant under a Ground Lease, or any licensee under any License Agreement, the performance of any work related to, or necessary for, the abatement or remediation of any Hazardous Materials shall be performed by the Developer, the tenant under a Ground Lease, or the licensee under a License Agreement for Market Rate Housing Development Site Improvements (as applicable), provided that sufficient City Subsidy or other resources are made available for such purpose.

6. Relocation.

6.1. Relocation Plan. The Existing Households and Non-Residential Tenants will all be relocated in accordance with the Relocation Plan. The Relocation Plan was developed in accordance with the terms of this Agreement as well as HUD Requirements, and any other applicable federal, State and local requirements governing the relocation of residents and the provision of replacement housing, including (each as applicable) the Uniform Relocation Act (46 U.S.C. 4600 et seq.), and its implementing regulations (49 C.F.R. Part 24), the relocation requirements of Section 18 of the Housing Act, and its implementing regulations, the Demolition or Disposition of Public Housing Project (24 CFR Part 970), the California Relocation Assistance Law (California Government Code Section 7260 et seq.) and the California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations, Chapter 6, Section 6009 et seq.) (collectively, the "**Relocation Laws**") and with the City and County of San Francisco's Right to Return to Revitalized Public Housing Ordinance (Chapter 39 of the San Francisco Administrative Code) (the "**City Right to Return Ordinance**"), the Authority's Resident Right to Return Policy for HOPE SF Revitalization Sites, adopted by Resolution 5390 on February 26, 2009 (the "**Authority Right to Return Resolution**"), public process and input from other stakeholders in accordance with HUD Requirements and the Relocation Laws. The Parties acknowledge that the Relocation Plan contains the following elements, among others, all of which are more particularly described therein:

6.1.1. Existing Households who resided in the Existing Development April 1, 2016 and who remain in good standing (as further provided in the City Right to Return Ordinance and the Authority Right to Return Resolution (and, as applicable, pursuant to RAD or other HUD Requirements), having not been evicted by the Authority or served with a summons and complaint for eviction by the Authority that has not been mitigated by a stipulated agreement and/or executed rent payment agreement), and apply for a Resident Replacement Unit in accordance with established procedures and who meet eligibility standards shall have a preference over other applicants who are not Existing Households and shall not be subject to any "screening" or "re-screening." Each lawful tenant within an Existing Household shall be treated as a single household and shall not have rights to separate Resident Replacement Units. Eligibility standards shall include agreed-upon terms regarding income limitations, household determination and bedroom size determination, subject to applicable provisions of the City Right to Return Ordinance and the Authority Right to Return Resolution. Existing Households whose incomes exceed applicable limits of the low-income housing tax credit program or other relevant Affordable Housing restrictions will not ultimately be denied their right to be offered a Resident Replacement Unit in accordance with applicable provisions of the Relocation Plan, the City Right to Return Ordinance, the Authority Right to Return Resolution and HUD Requirements. The foregoing benefits and protections for eligible Existing Households as established in the City Right to Return Ordinance and the Authority Right to Return Resolution (and, as applicable, pursuant to RAD or other HUD Requirements) are referenced in this Agreement as the "**Right to Return.**"

6.1.2. When each Affordable Housing Development becomes available for leasing, the Parties shall cause Existing Households with a Right to Return to be promptly relocated to Resident Replacement Units (and the applicable Affordable Housing Development Owner shall accept timely referrals of Existing Households with a Right to Return from the Authority on a priority basis as referenced above), with residents of earlier Phase Demolition Buildings being relocated prior to relocation of later Phase Demolition Buildings whenever possible, subject to the matching of available unit size and household size, among other considerations.

6.2. Updates and Phase Relocation Documents. The Relocation Plan shall not be amended without the Approval of the Parties, and, as required by HUD Requirements, of HUD. The Parties acknowledge that the Relocation Plan presently addresses the overall standards and process for the entire Project, and that specific relocation details will be developed for each Phase as such Phase proceeds. The Parties will each, in accordance with their roles as established pursuant to Sections 6.3 and 6.4, develop more particular details to be established in relocation documents for each Phase (or, as applicable, each Affordable Housing Development, each set of Phase Demolition Buildings or other equivalent element of relocation activities) ("**Phase Relocation Documents**"). Phase Relocation Documents shall be subject to the Approval of each Party, provided that such Approval will not be withheld, conditioned or delayed if the Phase Relocation Documents are consistent with the Relocation Plan, HUD Requirements and Relocation Laws.

6.3. Authority Relocation Responsibilities.

6.3.1. Relocation. Subject to the provisions of Section 6.4 the Authority shall carry out the relocation of the Existing Residents and the Existing Non-Residential Tenants in accordance with the Relocation Plan and the Relocation Laws. All relocation activities shall be completed in order to permit demolition of Phase Demolition Buildings to commence by the time set forth in the Master Schedule.

6.3.2. No Further Leasing. Subject to HUD's approval and applicable law, emergency transfer of Authority residents and as otherwise required in exigent circumstances to protect the health and safety of Authority residents, the Authority shall not enter into any new leases for space in the Existing Development with any Person other than Existing Households or Existing Non-Residential

Tenants existing as of the Effective Date. The Authority may enter into license agreements with Community Services providers. In any event the Authority will provide written notice to the Developer if any new leases are executed, any emergency transfers into or within the Existing Development are implemented, or any licenses are signed with Community Services providers, and shall provide “move-in notices” to any new occupants making clear such occupants are not entitled to protection under the Relocation Laws.

6.3.3. Maintenance Activities. The Parties agree that the quality of the maintenance of the Existing Buildings is important for the quality of life for Existing Residents that have not yet moved into a newly constructed Replacement Unit, and affects the marketing of the new Affordable Housing Developments to households applying for the Affordable Units, and the marketing of the Market Rate Housing Development Sites to potential developers and eventually residents. The Authority shall from time to time relocate Existing Households remaining in Phase Demolition Buildings that are next scheduled for demolition to later Phase Demolition Buildings that meet, or exceed, HUD Housing Quality Standards, and will continue to manage such Existing Units and provide such Existing Households decent, safe, and sanitary. Prior to the demolition of the Existing Units, subject to availability of funding and/or a Relocation Cost Agreement as provided in Section 6.5, the Authority shall repair and make minor improvements to the Existing Units required to render them habitable and to maintain the Existing Buildings and Authority property in a professional manner. The Parties acknowledge and agree that such repair work to make the Existing Units habitable shall be done by the Authority's employees.

6.4. Developer Relocation Role. The Developer has proposed to the Authority that an Affiliate of the Developer and Developer's contracted relocation specialist work with the Authority to perform certain relocation-related functions. The Parties have developed a draft “matrix” reflecting an allocation of such relocation responsibilities, and agree to continue to discuss and refine such roles in good faith prior to the start of relocation activities. Roles established through such process may be implemented through one or more separate relocation-related agreements among the Parties and/or with an Affiliate of the Developer. Any such allocation of roles shall be subject to HUD Requirements, and will not include performance of maintenance activities on Existing Units as described above.

6.5. Relocation Costs.

6.5.1. The Parties acknowledge that compliance with Relocation Laws impose costs on the Parties and that the City is supporting the Project and all its elements with substantial gap funds. The Parties agree to work together to identify and allocate resources required for compliance with the Relocation Laws to provide temporary, and where applicable, permanent relocation benefits to the Existing Residents and the Non-Residential Tenants. Such identification and allocation of resources may result in an agreement with the Authority (a “**Relocation Cost Agreement**”) that evidences the Developer's and/or City's obligations to fund certain relocation costs. In no event will the Developer have any financial obligations under a Relocation Cost Agreement except to the extent it has a corresponding commitment of City Subsidy (and the Parties acknowledge the Developer's preference that any Relocation Cost Agreement be executed directly between the Authority and the City). Relocation Cost Agreements may include, as applicable, costs of the Developer or its Affiliate as established pursuant to Section 6.4, subject to Approval of the City.

6.5.2. The Parties acknowledge that maintenance activities as described in Section 6.3.3 will impose costs upon the Authority and will work together to identify and allocate resources required to complete this work. Such identification and allocation may also result in (or be included within) a Relocation Cost Agreement. The Parties acknowledge and agree that the parties shall be obligated to share the cost of making such Existing Units habitable for temporary relocation only to the extent that there are funds available. The Authority will determine its ability to share costs by reviewing eligible

funding available in its current budget after considering the Authority's obligation to meet reserves, maintenance, capital needs and health and safety issues for the Authority's occupied housing units. Prior to commencing repairs and improvements to be funded under any Relocation Cost Agreement, the Authority shall provide the Developer and City with (i) a scope of work, (ii) a schedule for performance of such work and (iii) notice prior to commencing the work.

7. Replacement Units and Operating Subsidy.

7.1. Replacement Units. The Parties agree that a primary objective of the Project is to construct Resident Replacement Units that carry project-based Operating Subsidies that enable Existing Households to live in high-quality, safe, permanent affordable housing. In order to facilitate a timely reconstruction program for the benefit of Existing Households and to provide Existing Households with quality affordable housing, including in some cases with the choice to live in other City neighborhoods, the Parties acknowledge that some Resident Replacement Units may be located off-site within the City, pursuant to the Relocation Plan and the Phasing Plan ("**Off-Site Resident Replacement Units**"). Should such off-site relocation occur, the Parties further agree that reconstruction of 619 units – the number of Existing Units at the Project Site that are assisted with project-based Operating Subsidy -- is desirable, and that these units would be a combination of Resident Replacement Units and Community Replacement Units (collectively, "**Replacement Units**"). To implement these goals, the Parties agree:

7.1.1. The Authority has initiated (pursuant to an Inventory Removal application submitted November 7, 2016), and will diligently pursue, a request for approval from HUD to demolish and dispose of the Existing Units and to secure project-based Operating Subsidy for all Resident Replacement Units. The Authority, Developer and City will work together to maximize the value of all available Operating Subsidy for the Replacement Units; currently, among available Operating Subsidies, PBV Subsidy is the most valuable. The Parties further agree to work together to secure any HUD waiver or approval (and to apply all available authority under HUD Requirements, including HOTMA (as and when implemented by HUD)) as necessary to apply the project-based Operating Subsidy at its maximum value, including an award of PBV Assistance for the Replacement Units without following a competitive process pursuant to Section 106(a)(9) of HOTMA, through RAD Assistance, and/or via an award of a Choice Neighborhoods Implementation Grant or other revitalization grant, as each may be applicable.

7.1.2. All Existing Households with a Right of Return will be provided with the opportunity to be housed in Resident Replacement Units, as further addressed in Section 6.

7.1.3. Off-Site Resident Replacement Units may be developed or owned by Affiliates of the Developer or by unrelated third party owners. (The first Off-Site Replacement Units located in "Block X" are part of a housing development being constructed by an Affiliate of the Developer.) Provided that the owners of Off-Site Replacement Units enter into agreements for Operating Subsidy with the Authority and agree, as part of such agreements, to provide an opportunity for Existing Households to exercise their Right of Return by occupying such Off-Site Replacement Units as further provided in the Relocation Plan, such Off-Site Resident Replacement Units will be credited toward the "one for one" obligation to produce Replacement Units under this Agreement. For certain purposes of the City DA, Off-Site Replacement Units may be considered part of the "Project" or treated as being "on-site;" however, neither the Off-Site Replacement Units nor the developments in which they are contained shall be considered an Affordable Housing Development or otherwise subject to the terms of this Agreement except as otherwise specified in this Agreement.

7.1.4. The Parties shall work together to secure additional project-based Operating Subsidy for the construction of Community Replacement Units. If the Parties successfully secure such additional Operating Subsidies in amounts that allow for the financially feasible construction and

operation of Community Replacement Units, as determined by the Parties, then the Developer shall construct such units, with a goal of achieving an aggregate unit count of 775 total Resident and Community Replacement Units within the Project Site. "Amounts that allow for financially feasible construction and operation" shall mean for the purpose of this Section 7.1.4. Operating Subsidies provided by HUD in amounts equal to the HUD Fair Market Rents for the San Francisco, CA HUD Metro FMR Area, for the applicable fiscal year ("FMRs"); provided the FMRs exceed the maximum rent limits issued for the 60% Income Level by the California Tax Credit Allocation Committee for San Francisco County (the "60% TCAC rents") by the same percentage level as the FMRs for fiscal year 2016 exceed the 60% TCAC rents for projects placed in service after March 28, 2016. For purposes of this Section 7.1.4, "Block X" and any other site considered "on-site" for purposes of the City DA is considered part of the Project Site.

7.2. HUD Requirements.

Nothing in this Agreement shall be deemed to obligate or otherwise commit any Operating Subsidy beyond the amounts approved by and made available to the Authority by HUD pursuant to HUD Requirements. The Authority has no obligation to make Operating Subsidy available until it has completed its approval process, and then any Operating Subsidy available to the Resident Replacement Units shall at all times be subject to HUD Requirements (for example, including appropriate provisions regarding the award of PBV Subsidy in its Section 8 Administrative Plan). The Developer acknowledges that certain elements of this approval process – including changes to the Section 8 Administrative Plan – will require approval from the Authority Commission. The Authority agrees that it will diligently pursue requisite approvals from HUD and from the Authority Commission in order to commit Operating Subsidy as described above and as anticipated by the Master Schedule, the Phasing Plan and the Project Description.

7.3. Coordinating and Updating Resident Replacement Unit Information.

The number of Resident Replacement Units anticipated for each Affordable Housing Development as of the Effective Date, as Approved by each Party, is reflected in the Master Building Unit List or, as applicable, in the Phasing Plan. The Developer will update the Master Building Unit List based on available information from HUD and from the Authority as the HUD approval process for Operating Subsidy proceeds and from MOHCD regarding available gap funding for each Affordable Housing Development. Such updates will include added information, developed in consultation with the Authority, regarding related details such as the size of Resident Replacement Units, the type of Operating Subsidy and the projected payment standards or other subsidy levels. The Authority will gather and share with the Developer relevant information regarding the size of Existing Households with a Right to Return as well as household income (which may be provided in a manner that complies with applicable HUD Requirements concerning privacy in the absence of specific consent from an Existing Household) in order to inform Developer's financing plan as well as sizing of Resident Replacement Units. The Parties agree that, except as may be otherwise mandated by HUD Requirements (such as RAD), Resident Replacement Units will be sized to reflect the actual needs of Existing Households with a Right to Return that may presently be over-housed or under-housed, and therefore may vary from the unit mix of the Existing Developments. Changes to the Master Building Unit List are subject to City Approval if and to the extent they materially affect the obligations of the Authority pursuant to this Agreement relative to relocation of Existing Households or provision of Operating Subsidy, and in no event shall the number of Resident Replacement Units be reduced without the Approval of the Authority.

7.4. Reoccupancy, Admissions and Waiting Lists

7.4.1. Reoccupancy and admission of Replacement Units shall be conducted in accordance with criteria and procedures Approved by the Authority, and in accordance with HUD Requirements. The readmission of Existing Households with a Right of Return to Resident Replacement Units shall in all events be subject to the requirements of the Relocation Plan.

7.4.2. The Authority will establish a site-based waiting list for the Replacement Units in each Affordable Housing Development and for Off-site Replacement Housing Units (or, upon request from the Developer, a single list combining some or all such Replacement Units) to the extent permitted by HUD Requirements and in accordance with the standards and procedures established by HUD Requirements (including, as applicable, 24 C.F.R. Part 903 and 24 C.F.R. 982.54). In establishing site-based waiting lists relating to any Affordable Housing Development in its Section 8 Administrative Plan or any other operative document the Authority shall confer with the Developer and the City prior to public notice and comment period with the objective of reaching an agreement on the proposed preferences of the site-base waiting list for the Development. At a minimum, all Federal and State-mandated preferences will be included in the site based waiting list, in addition to any preference for the Right to Return of Existing Households and any San Francisco Certificate of Preference holders. The Parties acknowledge and agree the final approval of any preferences for a site base wait list shall be solely the decision of the Authority Commission, subject to HUD's approval of the Housing Choice Vouchers Administrative Plan. If and when a site-based waiting list is established in accordance with this Section 7.4.2, the Authority will not subsequently make material amendments to such list (except as specifically mandated by HUD Requirements or by State law) without the Approval of the Developer, the City and the affected Affordable Housing Development Owners. The Developer acknowledges that, except as may be otherwise established pursuant to a site-based waiting list in accordance with this Section 7.4.2, Replacement Units receiving PBV Subsidy will be subject to the general PBV Subsidy standards established in the Authority's Housing Choice Vouchers Administrative Plan.

7.4.3. The Authority's present intention is to maintain and operate each site-based waiting list itself in accordance with HUD Requirements and the terms of its Section 8 Administrative Plan, as applicable. In such role, the Authority will refer potential tenants from the waiting list for the initial and subsequent lease-up of the Replacement Units. Developer will maintain final decision-making authority regarding resident selection for the Community Replacement Units, subject to a City-approved tenant selection plan, which will include, among other things, an appeals process. For so long as the Authority maintains any waiting list, or is otherwise charged with gathering or providing information regarding Existing Households and their Right to Return, the Authority shall provide timely and accurate information regarding eligibility, priority, household size, contact information and other critical information in a manner that does not delay lease-up activities.

7.4.4. The Parties have developed a draft "matrix" reflecting an allocation of responsibilities concerning screening, eligibility determinations, preference determinations and other admissions-related functions, and agree to continue to discuss and refine such roles in good faith prior to and during the course of relocation and admission activities. As part of this exercise (and if applicable continuing after an Affordable Housing Development Closing, and to be memorialized in a Ground Lease) the Authority agrees to give reasonable consideration to requests from the Developer to allow each Affordable Housing Development Owner (or one or more Affordable Housing Development Owners acting together) to maintain and operate the waiting list(s) directly. Any such allocation of roles shall be subject to HUD Requirements, and without limiting the foregoing any decision to allow Affordable Housing Developer Owners to maintain and operate waiting lists will be subject to approval by the Authority Commission.

8. Title and Conveyance Matters.

8.1. Title Examination and Clearance. The Developer shall be responsible for conducting a title search of the Project Site and sharing the results of such search with the Authority and with the City. Based on the results of such search, the Developer shall propose for the Approval of the Authority a list of exceptions to be removed and a list of “**Permitted Exceptions**” that may remain as a lien or encumbrance on the Project Site. The Authority will cooperate with the Developer to remove all liens and encumbrances that are not Permitted Exceptions in a timely manner, but shall not be obligated to incur any material expenses in connection with such exercise, except that the Authority shall, at its sole cost and expense, remove any liens for: (a) delinquent taxes, bonds and assessments and interest and penalties thereon, and (b) any exceptions that constitute monetary liens.

8.2. New Title Matters and Exceptions. Except as otherwise Approved by the Developer, the Authority shall not create or permit to be created during the period of its ownership any exceptions to title to the Project Site other than the Permitted Exceptions. If after the Effective Date, a new title exception that is not a Permitted Exception, that would materially and adversely affect the use of the portion of the Project Site in question as contemplated by this Agreement and is not caused by the Developer or its Affiliate or by any Person anticipated to receive the subject portion of the Project Site as contemplated by this Agreement (a “**Receiving Party**”), then the Receiving Party or the Developer may object to such new exception by notice to the Authority. If any such Person does object, then the Authority shall reasonably consider such objections and, at its cost, shall remove or otherwise cause the title company not to show any exception to which any such Person objected on the owner’s title insurance policy to be issued to the Receiving Party. If the Authority does so elect, it will notify the Receiving Party and the Developer within sixty (60) days after receipt of the objection. If the Authority elects not to remove the exception in accordance with the foregoing, fails to respond within the sixty (60) day period, or elects to remove the exception but fails to do so within sixty (60) days after such election or deemed election, then the Receiving Party shall have the right to: (i) following notice and cure under Section 16.3.3, declare an Event of Default by the Authority, or (ii) accept title to the real property subject to such exception. If the Receiving Party fails to declare an Event of Default within sixty (60) days following election or failure, then it shall be deemed to have elected to accept title. Exceptions that the Receiving Party elects to accept, or is deemed to have accepted, in accordance with the foregoing will be deemed to be Permitted Exceptions. The City and the Authority shall not establish, participate in and/or authorize formation of a Mello-Roos community facilities district that will encumber the Project Site with the levy of special taxes, assessments, exactions, fees or charges without the Approval of the Developer.

8.3. Title Conditions for Conveyance. It is a condition to the conveyance of any of the foregoing portions of the Project Site that the Receiving Party be in a position to secure a CLTA or ALTA owner’s title insurance policy insuring that fee (or leasehold) title to the property at issue and all appurtenant easements are vested in the Receiving Party, subject only to the Permitted Exceptions and with such endorsements, reinsurance and direct access agreements as the Receiving Party shall reasonably designate and the title company shall accept. If the Receiving Party elects to obtain an ALTA owner’s policy, it shall be responsible for securing any and all surveys, engineering studies and other documents required to obtain an ALTA owner’s policy in sufficient time to permit a timely closing; provided, that the Authority shall cooperate in good faith with any such election by providing any reasonable and customary affidavits reasonably required by the title company in connection therewith.

9. Demolition.

The Developer or its Affiliate shall be responsible for causing the Existing Buildings to be demolished in accordance with the Phasing Plan, pursuant to the City DA, and subject to the availability of funding in accordance with the terms of the City DA and this Agreement.

9.1. Conditions for Start of Demolition. The Developer or its designated Affiliate may start demolition of Phase Demolition Buildings in accordance with the Phasing Plan at such time as the following conditions have been met relative to the subject Phase (the "**Phase Demolition Start Conditions**"):

9.1.1. Receipt of City DA Approvals as required to carry out the subject demolition;

9.1.2. Receipt of an Approved Funding Agreement to carry out the subject demolition and associated activities;

9.1.3. Receipt of demolition approval for the Phase Demolition Buildings from HUD pursuant to HUD Requirements; and

9.1.4. Relocation of all Existing Residents and Existing Non-Residential Tenants from the Phase Demolition Buildings.

9.2. Construction License and Completion Obligation. When the Phase Demolition Start Conditions have been met the Authority shall, upon request of the Developer, enter into a Construction License Agreement with the Developer or its Affiliate pursuant to which the Developer or such Affiliate shall have the authority to demolish the Phase Demolition Buildings together with associated abatement, remediation or other Mitigation Measures. Following execution of such Construction License Agreement, Developer or its Affiliate shall Complete the demolition of all of the subject Phase Demolition Buildings in accordance with the requirements of the applicable City DA Approvals and the terms and conditions of such Construction License Agreement and in accordance with the Master Schedule, provided that such Completion obligation (and more generally the obligation to continue to perform any associated activities) is expressly subject to the continued availability of sufficient funding pursuant to the Approved Funding Agreement and to Excusable Delays.

10. Public Infrastructure Improvements.

The Developer or its Affiliate shall be responsible for causing the Public Infrastructure Improvements to be constructed in accordance with the "Phase Application" approved pursuant to the City DA and subject to the availability of funding in accordance with the terms of the City DA and this Agreement

10.1. Conditions for Start of Public Infrastructure Improvements. The Developer or its designated Affiliate may start construction of Public Infrastructure Improvements within a Phase in accordance with the "Phase Application" at such time as the following conditions have been met relative to the subject Phase (the "**Phase Public Infrastructure Improvements Start Conditions**"):

10.1.1. Receipt of City DA Approvals as required to construct the Public Infrastructure Improvements;

10.1.2. Receipt of an Approved Funding Agreement to carry out the subject Public Infrastructure Improvements activities;

10.1.3. Relocation of all Existing Residents and Existing Non-Residential Tenants from the Phase Demolition Buildings; and

10.1.4. Completion of Mitigation Measures and/or testing for Hazardous Materials (whether as part of the demolition activities for such Phase or otherwise) resulting in acceptable environmental conditions in the sole but reasonable determination of the Developer or its Affiliate.

10.2. Infrastructure Ground Lease and Completion Obligation. When the Phase Public Infrastructure Improvements Start Conditions have been met, the Authority shall enter into an Infrastructure Ground Lease (or other instrument Approved by the Parties) with the Developer or its designated Affiliate, consistent with this Section 10.2 as well as Sections 5.1.5, 5.3 and other applicable provisions of this Agreement, pursuant to which the Developer or such Affiliate shall have the authority to construct the subject Public Infrastructure Improvements (and, as applicable pursuant to associated City DA Approvals, carry out associated demolition of existing public infrastructure and associated abatement, remediation or other Mitigation Measures). Following execution of such Infrastructure Ground Lease, Developer or its Affiliate shall commence construction of all of the subject Public Infrastructure Improvements in accordance with the requirements of the applicable City DA Approvals and Public Improvement Agreement and in accordance with the Master Schedule, provided that such obligation (and more generally the obligation to continue to perform any associated activities, and to perform any repair or maintenance activities in connection with the Public Infrastructure Improvements (the maintenance standards for which will be specified pursuant to the Approved Funding Agreement and/or the Public Improvement Agreement prior to the start of construction) is expressly subject to the continued availability of sufficient funding pursuant to the Approved Funding Agreement and to Excusable Delays. The Infrastructure Ground Lease shall be subject to the same limitations as established relative to a Construction License pursuant to Section 5.1.3 and Section 5.3. As will be more particularly described in the Infrastructure Ground Lease, the Developer or its Affiliate shall provide that the Authority is an express third party beneficiary of any construction bonds, guarantees or other security (the “**Public Improvement Security**”), as may be established pursuant to the City DA and/or the applicable Public Improvement Agreement, subject to City Approval. The Infrastructure Ground Lease is intended to have a term lasting until Completion of the subject Public Infrastructure Improvements, including the final Public Infrastructure Improvements Dedication within each Phase. The Parties agree, however, that each Infrastructure Ground Lease will be drafted in a manner that preserves such Completion obligation while accommodating intervening events and conveyances such as an Affordable Housing Development Closing or a Market Rate Housing Development Closing (including, for example, by partially terminating the Infrastructure Ground Lease relative to the site of an Affordable Housing Ground Lease or a Deed). The Authority shall have no claim against the Developer or its Affiliate relating to Public Infrastructure Improvements that have been Completed and shall, under the terms of the Infrastructure Ground Lease or otherwise, release the Developer or its Affiliate from any responsibility or liability relating to the Public Infrastructure Improvements after Completion (whether arising before or after the date of such Completion); provided, however, that the Authority shall retain the right to recourse against the Public Improvement Security under terms and conditions consistent with the rights of the City as established pursuant to the Public Improvement Agreement. The Parties acknowledge that the City’s involvement with the planning and execution of the Public Infrastructure Improvements pursuant to the City DA will require adherence to the City’s specifications. In the event of a conflict between the provisions of this Section 10.2 and the requirements of any Public Improvement Agreement, the Public Improvement Agreement will control.

10.3. Public Infrastructure Improvements Approvals, Vacation, Maintenance and Dedication.

10.3.1. Mapping and City DA Approvals. The Developer shall submit a tentative Subdivision Map and application for street vacation for the entire Project Site, and shall further pursue Subdivision Map applications and secure related final approvals from the City (including the City's Department of Public Works and other City Agencies) with respect to each Phase in accordance with the City DA (including the process set forth in Exhibit K of the City DA regarding "Project Development and Phase Applications").

10.3.2. Public Infrastructure Vacation – Conveyance from City to Authority. Prior to or upon Completion of Public Infrastructure Improvements within a given Phase, certain portions of existing City Rights of Way will be vacated and conveyed to the Authority, to be considered part of the Project Site and included in subsequent Transfers. Prior to vacation, Developer or its Affiliate will be responsible for securing license agreements or other approvals as needed to conduct activities on City Right of Ways pursuant to the City DA or as may otherwise be established between the Developer and the City.

10.3.3. Public Infrastructure Dedication – Conveyance from Authority to City. As part of Completing the Public Infrastructure Improvements for each Phase, the Developer or its Affiliate will be responsible for completing the dedication of applicable portions of such Public Infrastructure Improvements to the City pursuant to the City DA (the "**Public Infrastructure Improvements Dedication**"). As part of the Public Infrastructure Improvements Dedication, the Authority will convey its fee interest in such Public Infrastructure Improvements by Deed or otherwise dedicate the subject portion of the Project Site as required by the City pursuant to the City DA.

11. Community Improvements.

The Developer or its Affiliate shall be responsible for causing Community Improvements to be developed in accordance with the Phasing Plan and subject to the availability of funding in accordance with the terms of the City DA and this Agreement. Therefore the Parties acknowledge that multiple Community Improvements Sites are likely to be developed, owned and financed separately within a given Phase and therefore there may be more than one Deed associated with the Community Improvements within a given Phase.

11.1. Conditions for Transfer of Community Improvements Site. The Developer or its designated Affiliate may start construction of Community Improvements on a given Community Improvements Site in accordance with the Phasing Plan at such time as the following conditions have been met relative to the subject Community Improvements Site (the "**Community Improvements Start Conditions**"):

11.1.1. Receipt of City DA Approvals as required to construct the Community Improvements;

11.1.2. Receipt of an Approved Funding Agreement to carry out the subject Community Improvements activities; and

11.1.3. Completion of demolition of the Phase Demolition Buildings on the Community Improvements Site.

11.2. Deed. When the Phase Community Improvements Start Conditions for a given Community Improvements Site have been met the Authority shall, upon request of the Developer, deliver a Deed to the Developer or its designated Affiliate (which, as referenced in the City DA, may in the case of Privately Owned Community Facilities include a management association (a "CMA") and/or may include conveyance or dedication to the City or another public body) for the subject Community Improvements Site. The Authority will not unreasonably withhold Approval of requests from the Developer to further encumber portions of the Project Site outside the boundaries of the subject Community Improvements Site with: (a) temporary rights of access and construction staging, or (b) permanent easements for access, utilities or such other purposes as may be reasonably requested by Developer. Following delivery of such Deed, this Agreement shall terminate relative to the subject portion of the Project Site and the City DA (or documents encumbering such land arising from applicable terms of the City DA) shall govern the rights and remedies of the parties thereto in regard to such Community Improvements Site. In furtherance of the foregoing, and subject to the conditions described above, concurrently with the recordation of the Deed for such Community Improvements Site, Developer or its Affiliate may file a Notice of Termination relative to the subject Community Improvements Site in accordance with Section 19.29. The Authority reserves the right to determine the Restricted Appraised Value of a Community Improvements Site and to treat such value as its public contribution to the subject Community Improvements, but in light of the City Subsidy and other financial contributions being made to develop such Community Improvements Site as well as the public purposes it will serve, the Authority will not have the right to receive cash, residual receipts payments or other financial consideration for such conveyance.

12. Market Rate Housing Development.

The Developer or its Affiliate shall be responsible for carrying out site improvement activities sufficient to create buildable Market Rate Housing Development Sites (i.e. rough grading and supporting infrastructure) as more particularly established pursuant to the City DA (the "**Market Rate Housing Development Site Improvements**") and soliciting Market Rate Housing Development Owners, all as more particularly provided in (and subject to the terms and conditions of) the City DA and this Agreement.

12.1. Conditions for Start of Market Rate Housing Development Site Improvements. The Developer or its designated Affiliate may start construction of Market Rate Housing Development Site Improvements within a Phase in accordance with the Phasing Plan at such time as the following conditions have been met relative to the subject Phase (the "**Market Rate Housing Development Start Conditions**"):

12.1.1. Receipt of City DA Approvals as required to construct the Market Rate Housing Development Site Improvements; and

12.1.2. Receipt of an Approved Funding Agreement to carry out the subject Market Rate Housing Development Site Improvements activities.

12.2. Construction License and Completion Obligation. When the Market Rate Housing Development Site Preparation Conditions have been met the Authority shall, upon request of the Developer, enter into a Construction License Agreement with the Developer or its designated Affiliate pursuant to which the Developer or such Affiliate shall have the authority to construct the subject Market Rate Housing Site Improvements and carry out such associated abatement, remediation or other activities as may be identified in the City DA Approvals and/or required by the MMRP. Following execution of such Construction License Agreement, Developer or its Affiliate shall Complete all of the Market Rate Housing Development Site Improvements in accordance with the requirements of the applicable City DA

Approvals and in accordance with the construction schedule for the Phase, provided that such Completion obligation (and more generally the obligation to continue to perform any associated activities and to perform any repair or maintenance activities in connection with the Market Rate Housing Site Improvements) is expressly subject to the continued availability of sufficient funding pursuant to the Approved Funding Agreement and to Excusable Delays.

12.3. Selecting Market Rate Housing Development Owners. Market Rate Housing Development Owners for each Market Rate Housing Development Site will be selected pursuant to the process described in Exhibit L (the “**Market Rate Housing Guidelines**”). The Developer will revise and develop the Market Rate Housing Guidelines in consultation with the City and the Authority, and submit proposed revisions (and/or a proposed DDA) for City Approval.

12.4. Market Rate Housing Development Closing. The Market Rate Housing Development Closing will occur when the Market Rate Housing Start Conditions above have been met and the Authority will grant a Deed to the Market Rate Housing Development Owner, subject to the standards set forth in Section 8 and such restrictions, if any, as may be established pursuant to the Market Rate Housing Guidelines and/or the applicable DDA, and will apply all sale proceeds pursuant to the Cashflow MOU. Following delivery of such Deed, this Agreement shall terminate relative to the subject portion of the Project Site. In furtherance of the foregoing, concurrently with the recordation of the Deed (and, if applicable, the DDA or memorandum thereof) for such Market Rate Housing Development Site, Developer or the Market Rate Housing Development Owner may file a Notice of Termination relative to the subject Market Rate Housing Development Site in accordance with Section 19.29. At or before the Market Rate Housing Development Closing, the Authority, the City and the Developer (together with any Affiliate that performed the Market Rate Housing Site Improvements) shall, in furtherance of Section 5.3.3, each be released from any continued liability relative to the Market Rate Housing Development Site and the Market Rate Housing Site Improvements (whether arising before or after the date of such Completion). The form and content of such release will be subject to the Approval of each Party. In the event of a conflict between the provisions of this Section 12.4 and the requirements of any Public Improvement Agreement, the Public Improvement Agreement will control.

13. Affordable Housing Development Business Terms.

13.1. Affordable Housing Development Closing Documents.

13.1.1. The agreements between the Authority and the Developer regarding certain key terms anticipated to apply to each Affordable Housing Development, as will be memorialized further in various Affordable Housing Development Closing Documents, are summarized in the following provisions of this Section 13. The Affordable Housing Development Closing Documents will not materially vary from such terms except as contemplated by this Agreement without the Approval of the relevant Party to such Affordable Housing Development Closing Documents (or the Affordable Housing Development Owner as the case may be).

13.1.2. Once an Affordable Housing Development Closing has occurred, the Affordable Housing Development Closing Documents will govern the rights and remedies of the parties thereto in regard to such Affordable Housing Development. This Agreement shall terminate and be of no further relevance to such Affordable Housing Development, upon the execution of the Affordable Housing Development Closing Documents. In furtherance of the foregoing, concurrently with the recordation of the memorandum of each, Affordable Housing Ground Lease, Developer or the tenant under such Ground Lease may file a Notice of Termination relative to the subject land in accordance with Section 19.29.

13.2. Affordable Housing Ground Lease.

13.2.1. At each Affordable Housing Development Closing, the Authority and the Affordable Housing Development Owner intend to enter into an Affordable Housing Ground Lease for the subject Affordable Housing Development Site. Each Affordable Housing Ground Lease will include and be consistent with applicable terms as established in this Agreement and shall otherwise be subject to the Approval of the Authority, Affordable Housing Development Owner and MOHCD. Each Affordable Housing Ground Lease shall further include provisions that may be required by Persons providing debt or equity financing to the applicable Affordable Housing Development Owner in order to render the Affordable Housing Ground Lease financeable (subject to the Approval of the Authority) and provisions or changes that may be required by HUD as a condition of its approval (subject to the Approval of the Authority, the Affordable Housing Development Owner and MOHCD).

13.2.2. Following each Affordable Housing Development Closing, the form of Affordable Housing Ground Lease executed for such Affordable Housing Development shall serve as the form for purposes of the next Affordable Housing Development Closing, except for such matters as may by their nature be limited to the subject Affordable Housing Development, provisions or changes that may be required by Persons providing debt or equity financing to the applicable Affordable Housing Development, or as the Authority and Developer may otherwise Approve.

13.2.3. Each Affordable Housing Ground Lease will require payment by the Affordable Housing Development Owner of the Restricted Appraised Value through a "Base Rent." which shall be paid in an annual amount to be established pursuant to the Financing Plan and a "Residual Rent," which shall be paid exclusively from a portion of the cash flow referenced in Section 13.6.

13.2.4. Each Affordable Housing Ground Lease shall include terms relative to Hazardous Materials as provided in Section 5.3.4

13.3. Affordable Housing Development Owners. Each Affordable Housing Development Owner will be a limited partnership or a limited liability company in which one or more Affiliates of the Developer serves as the general partner or managing member (each, a "General Partner"), and one or more tax credit investor entities serve as limited partners or non-managing members (each, an "Investor").

13.4. Subsidy Loans.

13.4.1. Developer intends to secure City Subsidy for each Affordable Housing Development in a manner consistent with the City DA, and MOHCD underwriting guidelines and other applicable policies on terms to be established between the City and the Developer.

13.4.2. The Authority has no obligation to provide any loan, grant or other capital assistance to finance the construction of the Project. However, the Parties may jointly decide to seek, further capital assistance from HUD of such as a Choice Neighborhoods Implementation Grant. The Authority may also decide in its sole and absolute discretion to provide other capital assistance that may be available to an Affordable Housing Development Owner. Any such capital funds from the Authority ("HUD Capital Funds") will, subject to HUD Requirements, be structured as loans in a manner and on terms similar to loans of City Subsidy or pursuant to such other terms consistent with the Financing Plan that may be Approved by the Authority, the Developer and the City.

13.4.3. Loans derived from the City Subsidy, or HUD Capital Funds (if any) shall be repaid from cash flow (as further discussed below) prior to their respective maturity dates, unless the

Parties identify other take-out funding available for City Subsidy repayment in the applicable Financing Plan as established pursuant to the City DA.

13.5. Operating Subsidy for Replacement Units. The Authority shall provide Operating Subsidy for each Replacement Unit within an Affordable Housing Development (as further discussed in Section 7).

13.6. Cash Flow. The City will be entitled to receive payments of debt service and the Authority will be entitled to receive payments on the Affordable Housing Ground Lease "Residual Rent" solely from surplus cash that would otherwise be applied by the City under the MOHCD underwriting guidelines to repay City Subsidy, the proportions of which as between the City and the Authority will be as set forth in the Cashflow MOU.

13.7. Affordable Housing Developer Fee. The Developer, or its Affiliates, shall be entitled to receipt of Affordable Housing Developer Fees in connection with development of each Affordable Housing Development, the amount and timing of which shall be further specified in the City Loan Agreement and in the applicable HOPE SF Developer Fee Policy.

13.8. Reserves. Each Affordable Housing Development Owner will establish reserve accounts as may be required by the Investor, MOHCD and/or private lender including an operating deficit reserve, a reserve for replacement and one or more reserves specifically targeted at risks associated with the relevant sources of Operating Subsidy such as a "Section 8 Reserve". Further details concerning each reserve will be specified in the Financing Plans.

13.9. Option to Purchase and Right of First Refusal. Each Affordable Housing Development Owner may grant to the Developer or to its Affiliate an option to purchase the Affordable Housing Development at fair market value (or at such lesser price as may be permitted by Section 42 of the Internal Revenue Code of 1986, as amended, or as may otherwise be negotiated with the Investor by the Developer or its Affiliate) and a right of first refusal (as authorized by Section 42(i)(7) of the Internal Revenue Code of 1986, as amended) upon terms and conditions to be set forth in an appropriate agreement to be executed in connection with the Affordable Housing Development Closing and approved by the applicable Investor. Each Affordable Housing Ground Lease shall include a provision allowing a transfer of ownership of the Affordable Housing Development pursuant to such option or right of first refusal following notice to the Authority without further Authority consent, unless: (a) there is an event of default then outstanding under the subject Affordable Housing Ground Lease, or (b) the Authority makes a timely written assertion of reasonable grounds to determine that the transferee will not be capable of operating or maintaining the Affordable Housing Development in accordance with the standards set forth in the Affordable Housing Ground Lease.

13.10. Guarantee. BRIDGE Housing (or any Affiliate thereof whose finances are represented on the financial statements presented to the Authority in connection with the procurement of the Developer), shall provide, with respect to each Affordable Housing Development, all guarantees required by the Investor and lenders, including any completion (development deficit), operating deficit, and/or tax credit recapture guarantees, and such Affiliate shall provide the Authority with a construction completion guarantee.

13.11. Reoccupancy and Admissions. Each Affordable Housing Development Owner will comply with the reoccupancy and admissions requirements established pursuant to Section 7.4 relative to Replacement Units. Subject to the role of the Authority in relation to Replacement Units as established pursuant to such Section 7.4, the Affordable Housing Development Owner shall be responsible for all leasing activities (including pre-application and application intake, applicant interview and screening,

verification procedures, determination of eligibility for admission and qualification for preferences, record maintenance, waiting list maintenance, unit assignment, and the execution of leases as landlord).

14. Closing Conditions.

For each Affordable Housing Development, the Authority agrees to enter into an Affordable Housing Ground Lease for the subject Affordable Housing Development Site, together with other applicable Affordable Housing Development Closing Documents if, but only if, the conditions precedent set forth in this Section 14 have been satisfied or will be satisfied upon the applicable Affordable Housing Development Closing.

14.1. Financing Plan. Developer shall prepare a financing plan (the “**Financing Plan**”), including commitment letters for all financing necessary for the development of the Affordable Housing Development. The Financing Plan may take the form of an approved HOPE SF City Loan Evaluation for an Affordable Housing Development prior to each Affordable Housing Development Closing, a “Financing Plan” as required by HUD in connection with the RAD program and/or a “Development Proposal” or equivalent submission as required by HUD. The Financing Plan shall be subject to City Approval; provided, however, to the extent the Financing Plan includes funds from the Authority, then the portion of the Financing Plan related to the Authority’s funding shall be subject to the Authority’s Approval, which shall not require any changes relative to the approved HOPE SF City Loan Evaluation without Approval of Developer and the City.

14.2. Closing of Construction Financing. The Affordable Housing Development Owner shall close or shall have obtained commitments for all construction financing necessary to develop the Affordable Housing Development as set forth in the Financing Plan prior to or simultaneously with the Affordable Housing Development Closing.

14.3. Building Permit. Developer shall have obtained City DA Approvals sufficient to start construction on the Affordable Housing Development Site in accordance with the Construction Plans.

14.4. Construction Contract. The Affordable Housing Development Owner shall enter into construction contract(s) for the construction of the Affordable Housing Development subject to City Approval, and shall secure related security and evidence of insurance from the contractor(s), in compliance with applicable provisions of the Affordable Housing Ground Lease and of the City Loan Agreement. Any security provided by contractor(s) and Approved by City shall name the Authority as a co-obligee or otherwise name the Authority as an express beneficiary of such security.

14.5. Phase Relocation Documents. If not previously obtained, Developer shall have obtained the Authority’s and (if required pursuant to HUD Requirements) HUD’s Approval of the Relocation Documents.

14.6. No Default. Developer shall not be a Defaulting Party hereunder directly relating to the subject Affordable Housing Development, nor shall there have been an uncured event that with notice or the passage of time or both could constitute an Event of Default by Developer directly relating to such Affordable Housing Development.

14.7. Authority Commission Approval. Any Affordable Housing Development Closing Documents to which the Authority is a party shall be in substantially final form, and shall have been Approved by the Authority Commission.

14.8. HUD Approvals. All required approvals from HUD.

14.9. No Default under existing Affordable Housing Ground Lease(s). There shall be no material uncured default (following any applicable notice and cure periods) by the Affordable Housing Development Owner of any previously closed Affordable Housing Development under any existing Affordable Housing Ground Lease(s) that materially adversely impacts the subject Affordable Housing Development.

15. Mediation.

If Developer, the Authority or the City (as applicable, the “**Requesting Party**”) believes that any other Party (the “**Non-Approving Party**”) has unreasonably withheld, conditioned or delayed its Approval of a matter for which the Non-Approving Party is required by this Agreement not to unreasonably withhold, condition or delay such Approval or has failed to comply with any other requirement hereunder that such Party act reasonably, then the Requesting Party shall have the right to submit to non-binding mediation the matter of whether such requested Approval was unreasonably withheld, conditioned or delayed or such Person failed to comply with such other requirement, as follows:

15.1. The Requesting Party may request the non-binding mediation by delivering a written request for mediation (“**Mediation Request**”) to the other Non-Approving Party. The Mediation Request must include a summary of the issue in dispute and the reasons why the Requesting Party believes that the Non-Approving Party unreasonably withheld, conditioned or delayed the requested Approval or failed to comply with such other requirement, together with any backup information or documentation it elects to provide. Within fifteen (15) days after receipt of the Mediation Request, the Non-Approving Party may agree to meet and confer promptly with the Requesting Party to attempt to resolve the matter. In the absence of such agreement, or if the “meet and confer” does not resolve the matter promptly, the Requesting Party may submit the matter for mediation to JAMS in the City.

15.2. The Non-Approving Party and the Requesting Party shall cooperate with JAMS and with one another in selecting a mediator from a JAMS panel of neutrals and in scheduling the mediation proceedings as quickly as feasible. The Non-Approving Party and the Requesting Party shall participate in the mediation in good faith. Neither the Non-Approving Party or the Requesting Party may commence or, if commenced, continue, a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. The Non-Approving Party and the Requesting Party will each pay their own costs and expenses in connection with the mediation, and the Requesting Party will pay all costs and fees of the mediator. Without limiting the foregoing, the provisions Sections 1115 through 1128 of the California Evidence Code, inclusive, will apply in connection with any mediation.

16. Event of Default; No-Default Termination.

16.1. Event of Default in General. Except as otherwise provided in Article 15, if a Party breaches any of its obligations under this Agreement, one or more of the Parties to whom the obligation was owed (the “**Notifying Party**”) shall notify the breaching Party (the “**Defaulting Party**”) of such breach. The notice shall state with reasonable specificity the nature of the alleged breach, the provisions under which the breach is claimed to have arisen and the manner in which the breach may be satisfactorily cured.

16.1.1. Upon delivery of a notice of breach, the Notifying Party and the alleged breaching Party shall promptly meet within 3 business days to discuss the breach and the manner in which the alleged breaching Party can cure the same. If before the end of the applicable cure period the breach has been cured, the Notifying Party shall issue a written acknowledgement of the alleged breaching Party’s cure of the matter that was the subject of the notice of breach.

16.1.2. If the alleged breach has not been cured or waived within the time permitted for cure, the Notifying Party may (i) extend the applicable cure period or (ii) institute such proceedings and/or take such action as is permitted in this Agreement with reference to such breach.

16.2. Particular Breaches by the Parties.

16.2.1. Event of Default by Developer. Each of the following shall be deemed to be an Event of Default by Developer under this Agreement:

16.2.1.1. A Significant Change or a Transfer not permitted under this Agreement, and is not corrected, reversed or voided within thirty (30) days after receipt by Developer of notice thereof; or

16.2.1.2. A material breach and/or failure of the Developer to diligently pursue its obligations under this Agreement (subject to Excusable Delays) and such failure continues past any cure period specified in this Agreement, or if no such cure period is specified, then after sixty (60) days after receipt by such Person of notice thereof from any Party; provided, that for a failure that is not susceptible of cure within thirty (30) days, such period shall be extended as reasonably required for such cure so long as such Person promptly commences such cure within sixty (60) days after its receipt of such notice and thereafter diligently prosecutes the same to completion within a reasonable time, but in no event to exceed one hundred eighty (180) days from the receipt of such notice without the Approval of the Authority.

16.2.2. Event of Default by the Authority or the City. It shall be deemed an Event of Default by the Authority or by the City under this Agreement if the Authority or the City fails to perform any obligation to be performed by the Authority or the City under this Agreement, and such failure continues past any cure period specified in this Agreement, or if no such cure period is specified, then within sixty (60) days after receipt by the Authority or the City of notice thereof from any Party; provided, that for a failure that is not susceptible of cure within sixty (60) days, such period shall be extended as reasonably required for such cure so long as the Authority or the City promptly commences such cure within sixty (60) days after its receipt of such notice and thereafter diligently prosecutes the same to completion within a reasonable time, but in no event to exceed one hundred eight (180) days from the receipt of such notice.

16.3. Remedies.

16.3.1. Specific Performance. Upon an Event of Default, the aggrieved Party may institute proceedings to compel injunctive relief or specific performance by the Defaulting Party to the extent permitted by law (except as otherwise limited by or provided in this Agreement). Nothing in this **Section 16.3.1**~~Error! Reference source not found.~~ shall require a Party to postpone instituting any injunctive proceeding if it believes in good faith that such postponement will cause irreparable harm to such Party. The Parties acknowledge and agree that Developer shall be entitled to enforce and may institute proceedings to compel specific performance by the Authority, including its pursuit and allocation of Operating Subsidy to the Project, its responsibilities under **Section 8** of this Agreement, and its obligations to convey and accept portions of the Project Site as required hereunder.

16.3.2. Limited Damages. The Parties have determined that except as set forth in this **Section 16.3.2**, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by any Party as a result of a breach hereunder and (iii) equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Agreement. Consequently, the Parties agree that no Party shall be liable

in damages to any other Party by reason of the provisions of this Agreement, and each covenants not to sue any other Party for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: actual damages only shall be available as to breaches that arise out of (a) the failure to pay amounts as and when due and owing under this Agreement but subject to any express conditions for such payment set forth in this Agreement, (b) the failure to make payment due under any indemnification in this Agreement, (c) the requirement to pay attorneys' fees and costs as set forth in Section 19.1 or when required by a court with jurisdiction, and (d) to the extent damages are expressly permitted under any agreement among or between any of the Parties other than this Agreement. For purposes of the foregoing, "actual damages" shall mean the actual amount due and owing under this Agreement, with interest as provided by law, together with such judgment collection activities as may be ordered by the judgment, and no additional amount. The Parties acknowledge and agree that no Party would have entered into or become a Party to this Agreement without this Section 16.3.2.

16.3.3. Termination for Cause.

16.3.3.1. Upon the occurrence of an Event of Default by a Party under this Agreement, the other Party may terminate this Agreement. If a Party desires to so terminate this Agreement, they shall first provide a notice thereof (a "**Default Termination Notice**") to the Defaulting Party stating the Event of Default giving rise to such Default Termination Notice and setting forth the effective date of the termination (which shall in no event be sooner than thirty (30) days or later than one hundred twenty (120) days from the date of delivery of the Default Termination Notice).

16.3.3.2. For any Default Termination Notice by the Authority to be effective it shall be Approved or Authorized by the Authority Commission. If the Authority Commission does not Approve or authorize such termination prior to the termination date set forth in the Default Termination Notice, then the effective date of the termination shall be extended until so Approved.

16.3.3.3. For the avoidance of doubt, termination of this Agreement will not, in and of itself, cause termination of a Ground Lease then in effect; provided, however thereafter, the Authority shall have no obligation to enter into any subsequent Ground Lease.

16.3.4. Rights and Remedies Cumulative. Except as expressly limited by this Agreement (such as in Section 16.3.2~~Error! Reference source not found.~~), the rights and remedies of the Parties contained in this Agreement shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies contained in this Agreement for the same breach by the applicable Party. No Party shall have any remedies for a breach of this Agreement by the other Parties except to the extent that such remedy is expressly provided for in this Agreement.

16.3.5. No Implied Wavier. No waiver made by a Party for the performance or manner or time of performance (including an extension of time for performance) of any obligations of the other Party or any condition to its obligations under this Agreement shall be considered a waiver of the rights of the Party making the waiver for a particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing.

16.4. No-Fault Termination. If at any time in the development of the Project the Developer makes a good faith determination that the Project or a Phase is infeasible, despite good faith efforts by the Developer and its Affiliates, it may deliver a "**Notice of Infeasibility**" to the Authority and to the City notifying the Authority and the City of such determination. The Notice of Infeasibility shall state with reasonable specificity the basis for determining such infeasibility and, if applicable, ways in which

feasibility may be restored. A prolonged period of Excusable Delays that extends, or provides grounds to extend, the Master Schedule more than twelve (12) months shall be grounds for a Notice of Infeasibility. Upon delivery of a Notice of Infeasibility, the Parties shall promptly meet to discuss the circumstances and the manner in which feasibility may be restored. If within ninety (90) days of the Notice of Infeasibility the Parties have restored feasibility in the reasonable determination of the Developer then the Developer shall issue a written acknowledgement of such. If feasibility has not been restored, the Developer may terminate this Agreement with respect to the Project or the subject Phase without fault. Following such a termination, any costs incurred by a Party in connection with this Agreement shall be completely borne by such Party and no Party shall have any rights against or liability to the other, except for those provisions of this Agreement that recite that they survive termination of this Agreement. (The Developer acknowledges that this Section 16.4 shall not be applicable to any Affordable Housing Development Phase or Market Rate Housing Development Phase after such Phase has closed.)

17. Transfers and Assignments.

17.1. Transfers by Developer. Under the City DA, Developer has the right to Transfer its rights and obligations thereunder under certain conditions. To the extent that Developer Transfers its obligations under the City DA to any Person, Developer shall, to the extent of such Transfer, contemporaneously Transfer its rights and obligations under this Agreement to such Person. Developer shall not otherwise Transfer its rights or obligations under this Agreement to any Person without the Approval of the Authority and the City. Upon any permitted Transfer under this Section 17.1, the Transferring Person shall execute an assignment and assumption agreement (in a form equivalent to that provided as Exhibit S to the City DA) and shall thereafter be released from all of its obligations.

17.2. Transfers by the Authority and City. The Authority or City shall not Transfer its rights or obligations under this Agreement to any Person without the Approval of Developer. The Authority or City shall not Transfer any portion of the Site to any Person other than as contemplated herein without the Approval of Developer. The foregoing shall not preclude the grant of easements, leases, subleases, licenses or permits to facilitate the development, operation and use of the Project Site as contemplated by this Agreement. The Authority may only use the Project Site for the operation of the Existing Developments and for the development and operation of the Project as contemplated by this Agreement.

18. Authority and HUD-Related Regulatory Provisions.

18.1. Workforce MOU. The Project is subject to the Workforce MOU with respect to the activities described therein. The Parties shall comply with their respective obligations under the Workforce MOU. The Authority or City shall not amend the Workforce MOU in any manner that would affect the rights or obligations with respect thereto of Developer or any Affordable Housing Development Owner without the Approval of such affected Person.

18.2. Developer Not an Agent. Nothing in this Agreement shall be deemed to appoint the Developer as an agent or representative of the Authority or City, and the Developer is not authorized to act on behalf of the Authority or City with respect to any matters except those specifically set forth in this Agreement. The Authority or City shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Developer, whether arising from actions under this Agreement or otherwise.

18.3. City Not an Agent. Nothing in this Agreement shall be deemed to appoint the City as an agent or representative of the Authority or the Developer. The City is not authorized to act on behalf of the Authority or the Developer with respect to any matters except those specifically agreed to by the Parties, in writing.

18.4. Authority Not an Agent. Nothing in this Agreement shall be deemed to appoint the Authority as an agent or representative of the City or the Developer. The Authority is not authorized to act on behalf of the City or the Developer with respect to any matters except those specifically agreed to by the Parties, in writing.

18.5. Disclaimer of Relationships. Nothing contained in this Agreement, nor any act of HUD or the Authority, shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD. Developer acknowledges that any transfer of HUD Funds or other public housing development funds by Authority to Developer shall not be deemed an assignment of such funds.

18.6. Conflict of Interest Requirements.

18.6.1. The Parties acknowledge and agree that this Agreement does not violate the conflict of interest provisions set forth in 2 CFR Part 200, 24 CFR Part 905 and the ACC, and the Parties hereto agree to comply with such provisions. Each of the Parties agrees to include in all contracts with any party involving the use of public housing funds, a conflict of interest provision consistent with 2 CFR Part 200, 24 CFR Part 905 and the ACC.

18.6.2. The Developer hereby agrees to execute a Certificate Regarding Lobbying and all other certifications required to be executed in connection with receipt of the public housing funds. In no event shall the Developer contract with any Party which has been debarred or suspended by HUD under 24 CFR Part 24. All contracts entered into by the Developer with third parties shall contain all standard provisions required by HUD and shall otherwise be consistent with the requirements of this Agreement.

18.7. Interests of Members of Congress. Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from this Agreement.

18.8. Interests of Members, Officers, or Employees and Former Members, Officers or Employees of Authority. No member, officer, or employee of the Authority, no member of the governing body of the locality in which the Master Development is situated, no member of the governing body by which the Authority was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Master Development, shall, during his or her tenure, or for one (1) year thereafter, or such longer time as the Code of Ethics of the Authority may require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived in writing by both the Authority and HUD.

18.9. Additional Federal Requirements. Developer shall comply with all applicable federal and state laws, rules and regulations, including the requirements of the following, each as and to the extent applicable and as the same may be amended from time to time:

18.9.1. The Fair Housing Act (42 U.S.C. Sections 3601-3619, and implementing regulations at 24 CFR Part 100); Executive Order 11063 (Equal Opportunity in Housing), and implementing regulations at 24 CFR Part 107; the fair housing poster regulations at 24 CFR Part 110, and the advertising guidelines at 24 CFR Part 109.

18.9.2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, and implementing regulations at 24 CFR Part 1).

18.9.3. Age Discrimination Act of 1975 (42 U.S.C. 6101-07, and implementing regulations at 24 CFR Part 146).

18.9.4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794, and implementing regulations at 24 CFR Part 8); and Americans with Disabilities Act (42 U.S.C. 12181-12189, and implementing regulations at 28 CFR Part 36).

18.9.5. Section 3 of the Housing and Urban Development Act of 1968 ("Section 3") (12 U.S.C. Section 1701u, and its implementing regulations at 24 CFR Part 135).

19. Miscellaneous Provisions.

19.1. Attorney's Fees. If a Party institutes any action or proceeding in any court or any other dispute resolution mechanism permitted or required under this Agreement, the prevailing Party shall be entitled to receive from the losing Party or Parties the prevailing Party's reasonable costs and expenses incurred including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as may be awarded to be reasonable attorneys' fees and costs for the services rendered the prevailing Party in such action or proceeding. Attorneys' fees under this Section 19.1 shall include attorneys' fees on any appeal.

19.2. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties. No other Person shall have or acquire any right or action of any kind based upon this Agreement except as explicitly provided to the contrary in this Agreement.

19.3. Estoppel Certificates. A Party, within twenty (20) days after request from any other Party, shall execute and deliver to the requesting Party an estoppel certificate stating:

19.3.1. whether or not this Agreement is unmodified and in full force and effect;

19.3.2. if there has been a modification of this Agreement, the certificate shall state that this Agreement is in full force and effect as modified, and shall set forth the modification;

19.3.3. if this Agreement is not in full force and effect, the certificate shall so state; and

19.3.4. whether or not the responding Party is aware of any Event of Default (or event that, with notice or the passage of time or both, could be an Event of Default) by any other Party under this Agreement and, if so, describing the same in detail.

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

19.5. Authority and Enforceability. Each Party represents and warrants to each other Party that the execution and delivery of this Agreement by such Party has been duly authorized by all necessary action on the part of such Party, and will not conflict with, result in any violation of, or constitute a

default under, any provision of any agreement or other instrument binding upon or applicable to such Party, or any present law or governmental regulation or court decree.

19.6. Gender and Number. Wherever in this Agreement the context requires, references in this Agreement to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references in this Agreement to the singular shall be deemed to include the plural and vice versa.

19.7. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement in the identification or characterization of any title exception, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel (provided such boundary adjustments are relatively minor and do not result in a material change as determined by counsel to the Parties), in any map or drawing which is an Exhibit, or in the typing of this Agreement or any of its Exhibits, the Parties shall Approve a correction to such error pursuant to a memorandum executed by all of them that replaces the appropriate pages of this Agreement, and no such memorandum or page replacement shall be deemed an amendment of this Agreement, but may still be recorded in the Official Records.

19.8. Brokers. Each Party represents and warrants to each other Party that such Party has not employed a broker or a finder in connection with the execution and delivery of this Agreement, and agrees to indemnify each other Party from the claims of any broker or finder asserted through such Party.

19.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any principles of conflict of laws. All references in this Agreement to California or federal laws, regulations and statutes shall mean such laws, regulations and statutes as the same may be amended from time to time, except to the extent a contrary intent is stated.

19.10. Effect on Other Party's Obligation. If any Party's performance is excused or the time for its performance is extended as permitted in this Agreement, the performance of any other Party that is conditioned on such excused or extended performance is excused or extended to the same extent.

19.11. Table of Contents; Headings; Defined Terms. The Table of Contents set forth above is for the purpose of convenience of reference only and is not to be deemed as a part of this Agreement or as supplemental hereto. Section and other headings and the name of defined terms in this Agreement are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement.

19.12. Time.

19.12.1. Days. References in this Agreement to days shall be to calendar days, unless otherwise specified.

19.12.2. Time and Date of Performance. If the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding Business Day. All performance (including cure) dates expire at 5:00 p.m. (San Francisco, California time) on the applicable Business Day. Where a date for performance is a calendar month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

19.12.3. Time of the Essence. Time is of the essence in the performance of all the terms and conditions of this Agreement.

19.12.4. Extensions of Time. A Party may extend the time for the performance of any term, covenant or condition of this Agreement by a Party owing performance to the extending Party, or permit the curing of any related default, upon such terms and conditions as it determines appropriate; provided, however, any such extension or permissive curing of any particular default shall not operate to release any of the obligations of the Party receiving the extension or cure rights or constitute a waiver of the granting Party's rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement. In addition, the Parties may extend the time for performance by any of them of any term, covenant or condition of this Agreement by a written instrument signed by such Parties without the execution of a formal recorded amendment to this Agreement, and any such written instrument shall have the same force and effect and impart the same notice to third-parties as a formal recorded amendment to this Agreement.

19.13. Severability. Invalidation of any provision of this Agreement, or of its application to any Person or circumstance, by judgment or court order shall not affect any other provision of this Agreement or its application to any other Person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, except to the extent that enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all of the circumstances or would frustrate a fundamental purpose of this Agreement.

19.14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations between the Parties relating to such subject matter are incorporated into and superseded in total by this Agreement (including the ENRA, which is hereby terminated as of the Effective Date). No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by the Parties or any other Person, and no court or other body shall consider those drafts in interpreting this Agreement.

19.15. No Party Drafter; Captions. Although each Party drafted various provisions of this Agreement, (i) the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purposes of the Parties, and (ii) no Party nor its counsel shall be deemed to be the drafter of any provision of this Agreement.

19.16. Avoiding and Minimizing Damages. In all situations arising out of this Agreement, subject to Article 15, each Party shall each attempt to avoid and minimize the damages resulting from the conduct of the other Parties.

19.17. Further Assurances. Each Party shall to take all actions and to do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement.

19.18. Non-Interference. Each Party shall each refrain from doing anything that would render its performance under this Agreement impossible.

19.19. Approvals.

19.19.1. As used herein, "**Approval**" and any variation thereof (such as "**Approved**" or "**Approve**") refers to the prior written consent of the applicable Party or other Person.

19.19.2. Whenever Approval is required or permitted from a Party under this Agreement, such Party shall not unreasonably withhold, condition or delay such Approval unless the Approval is explicitly stated in this Agreement to be within the “sole discretion” (or words of similar import) of such Party.

19.19.3. Whenever a Party denies an Approval or grants a conditional Approval required or permitted from such Party, it shall do so in writing, in a reasonable time, including in such writing the reasons therefor in reasonable detail; provided, however, that the Authority Commission, as a public body, may grant or deny Approvals, including conditional Approvals, in open session at a duly held and noticed public meeting in accordance with applicable public meeting laws and shall not be required to provide such a writing with respect to such granted or denied Approvals.

19.19.4. Approval by any Party to or of any act or request by any other Party shall not be deemed to waive or render unnecessary Approval to or of any similar or subsequent acts or requests (except to the extent specifically set forth in such Approval).

19.19.5. In determining whether to give an Approval, the Authority shall not deny such Approval or condition such Approval to the extent that such denial or condition is inconsistent with (i) the City DA or the Potrero SUD or (ii) matters it has previously Approved with respect to the matter at issue.

19.20. Authority Actions

19.20.1. Unless otherwise provided in this Agreement, whenever Approval or any other action is required or permitted by the Authority Commission, the Authority Director shall upon the request of Developer submit such matter to the Authority Commission for its consideration at its next regularly-scheduled meeting for which an agenda has not yet been finalized and for which the Authority can prepare and submit a staff report in keeping with the Authority’s standard practices. Developer shall provide all necessary supporting material in substantial final form in a timely manner in accordance with the Authority Commission’s standard requirements.

19.20.2. Except where an Approval or other action to be given or undertaken by the Authority under this Agreement is expressly required in this Agreement to be Approved or undertaken by the Authority Commission, such Approvals or other actions may be given or undertaken, as applicable, by the Authority Director or his or her designee on behalf of the Authority. Furthermore, except to the extent that the Approval of the Authority Commission is required under this Agreement, the Authority Director is authorized to execute and deliver on behalf of the Authority any closing or similar documents and any contracts, agreements, memoranda or similar documents with any Person if the Authority Director determines that such execution and delivery are necessary or proper to achieve the purposes and objectives of this Agreement and are in the Authority’s best interests.

19.21. Interpretation. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to the Table of Contents, any Article, Section, Exhibit or any defined term, the reference shall be deemed to refer to the Table of Contents, Article, Section, Exhibit or defined term of this Agreement. Any reference to an Article or a Section includes all subsections and subparagraphs of that Article or Section. The use in this Agreement of the words “including”, “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, whether or not language of non-limitation, such as “without limitation” or “but not limited to”, or words of similar import, is used with reference thereto. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail.

19.22. Legal Representation. Each Party acknowledges and represents and warrants to each other Party that it has been fully informed with respect to, and represented by counsel of its choice in connection with, the rights and remedies of and waivers by such Party contained in this Agreement and after such advice from and consultation with such counsel as such Party has determined to be necessary and sufficient with respect thereto, such Party, with full knowledge of its rights and remedies otherwise available at law or in equity, has elected to waive and relinquish those rights and remedies waived and relinquished in this Agreement to the extent specified in this Agreement, and to rely solely on the remedies provided for in this Agreement.

19.23. Recordation; Run with the Land. It is understood and agreed by the Parties that after execution by both of the Parties, this Agreement will be recorded by the Developer against the Project Site. Until this Agreement is terminated in accordance with its terms, the covenants of the Parties contained herein shall be covenants running with the Project Site (or the applicable portion thereof) and shall bind every Person having any interest in the Project Site (or the applicable portion thereof).

19.24. Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on any basis listed in subdivision (a) or (d) of section 12955 of the California Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the California Government Code, or on the basis of age, race, color, creed, sex, sexual orientation, gender identity, marital or domestic partner status, disabilities (including AIDS or HIV status), religion, national origin or ancestry by any Party or any occupant or user of the Site in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, or any portion thereof. No Party shall establish or permit any such practice or practices of discrimination or segregation in connection with the Site, including with reference to the selection, location, number, use or occupancy of buyers, tenants, vendees or others. But no Party shall be in default of its obligations under this Section 19.24. Where there is a judicial action or arbitration involving a bona fide dispute over whether such Party or other applicable Person is engaged in discriminatory practices and such Party or other Person promptly acts to satisfy any judgment or award against such Person.

19.25. Modifications. Any modification of any provision of this Agreement must be in a writing expressing the intent to so modify this Agreement that is executed and delivered by each Party.

19.26. Waivers. Any waiver of any provision of this Agreement by a Party must be in writing and signed by such Party by a Person having authority to do so on behalf of such Party.

19.27. Relationship of the Parties. No Party is, and none of the provisions of this Agreement shall be deemed to render any Party, a partner in any other Party's business, or a joint venturer or member in any joint enterprise with any other Party. No Party shall have the right to act as the agent of any other Party in any respect hereunder.

19.28. Exhibits Incorporated, Maintained and Updated. Each Exhibit to this Agreement is incorporated by this reference. The most recent versions of the Exhibits shall not be required to be recorded but shall be kept on file with the Developer. Full color copies of all recorded Exhibits are also on file with the Developer. All such Exhibits on file with the Developer shall be made available to members of the public at reasonable times. Reference in this Agreement to any Exhibit shall mean any such Exhibit as it may be updated in accordance with the terms of this Agreement (including pursuant to Section 4.6).

19.29. Notice of Termination. In the event of any termination of this Agreement in whole or in part in accordance with the terms of this Agreement, the terminating Party shall provide the other Parties

with a copy of a proposed termination notice for recordation in the Official Records, which such notice shall be in substantially the form attached as Exhibit M (a "Notice of Termination") at least fifteen (15) days before recording the same. After the expiration of such fifteen (15) days, the terminating Party may record such Notice of Termination in the Official Records. Any Notice of Termination shall be in recordable form and describe the portion of the Site to which such termination pertains. Following the recordation of any Notice of Termination, the terminating Party shall promptly provide a conformed copy of such recorded Notice of Termination to the other Parties. The recordation of a Notice of Termination shall not affect in any manner the rights of any Party to contest the terminating Party's right to cause such recordation; provided, however, that no Party may contest a Notice of Termination recorded on the date of an Affordable Housing Development Closing or a Market Rate Housing Development Closing relative to the land subject to such Affordable Housing Development Closing or a Market Rate Housing Development Closing. Any proposed form of Notice of Termination may be provided together with a Default Termination Notice as provided in Section 16.3.3, although nothing in this Section 19.29 shall entitle any Party to record a Notice of Termination in connection with any termination under Section 16 until the effective date of such termination thereunder. This Section 19.29 is expressly intended to survive termination of this Agreement. A Notice of Termination shall not modify, waive, or otherwise limit the provisions of this Agreement that survive termination.

19.30. Non-Recourse. No member, official, employee, agent or consultant of the Authority or any Affiliate of the Authority shall be personally liable to the Developer, or any successor-in-interest or person claiming by, through or under Developer, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this Agreement. No officer, director, shareholder (which is an individual), principal (which is an individual), employee, agent, consultant, or member of the Developer or any Affiliate of the Developer shall be personally liable to the Authority or any successor-in-interest or person claiming by, through or under the Authority, in the event of any default or breach, or for or on account of any amount which may be or become due, or in any claim, cause or obligation whatsoever under the terms of this Agreement.

19.31. Employees of the Developer. It is understood that persons engaged or employed by Developer as employees, agents, or independent contractors shall be engaged or employed by Developer and not by the Authority. Developer alone is responsible for the work, direction, compensation and personal conduct of its employees. Nothing included in this Agreement shall impose any liability or duty upon the Authority to persons, firms or corporations employed or engaged by the Developer in any capacity whatsoever, or make the Authority liable to any such persons, firms, or corporations, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatsoever nature, of the Developer or of its employees, agents or independent contractors.

19.32. Notices. Any notice or other communication given under this Agreement by a Party must be given or delivered (i) by hand, (ii) by registered or certified mail, postage prepaid and return receipt requested, or (iii) by a recognized overnight carrier, such as Federal Express, in any case addressed as follows:

in the case of a notice or communication to the Authority,

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

with a copy to:

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

in the case of a notice or communication to City,

Mayor's Office of Housing and Community Development
1 South Van Ness Ave, Fifth Floor
San Francisco, California 94103
Attn: Director

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance

in the case of a notice or communication to Developer,

Daniel Adams

Director of Development
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, California 94108

with a copy to:

Rebecca V. Hlebasko
Senior Vice President and General Counsel
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108

with copies to:

Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, Massachusetts 02110
Attn: Daniel M. Rosen

Any notice address for a Party may be changed by such Party at any time by giving notice of such change in the manner provided above, and any such change shall be effective ten (10) days thereafter (or

such later date as is set forth in such notice). All notices and other communications under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed or delivered by overnight carrier, on the delivery date or attempted delivery date shown on the return receipt or in the records of the carrier, as applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and Developer have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

APPROVED AS TO FORM:

Goldfarb & Lipman LLP,
Special Legal Counsel

By: _____
Name: Dianne Jackson McLean

AUTHORITY:

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

By: _____
Name: Barbara T. Smith
Title: Acting Executive Director

DEVELOPER:

BRIDGE-Potrero Community Associates,
a California limited liability company

By: BRIDGE Regional Partners, Inc., a
California public benefit corporation, its
sole member

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

CITY:

**MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT,** a municipal
corporation

By: _____
Name: Olson Lee
Title: Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public (Seal)

EXHIBIT A

PROJECT SITE LEGAL DESCRIPTION

PARCEL 1:

Block 4220A, as shown on "Map of Potrero Low Rent Housing Projects Showing Street Opening", filed September 25, 1940, in Book "O", Page 16 of Maps, in the Office of the Recorder of the City and County of San Francisco.

APN: Lot 001; Block 4220A

PARCEL 2:

Block 4222A, as shown on the "Map of Potrero Low Rent Housing Projects Showing Street Opening", filed September 25, 1940, in Book "O", Page 16 of Maps, in the Office of the Recorder of the City and County of San Francisco.

APN: Lot 001; Block 4222A

PARCEL 3:

All of Block 4223A, according to the "Map of Potrero Low Rent Housing Project Showing Street Opening", filed September 25, 1940, in Book "O", Page 16 of Maps, in the Office of the County Recorder of the City and County of San Francisco, State of California, described as follows:

Commencing at the point of intersection of the Westerly line of Texas Street and the Northeasterly tangent line of Dakota Street, as shown upon the map above referred to; running thence Northwesterly along said line of Dakota Street, 761.374 feet; thence continuing Northwesterly along the Northeasterly line of Dakota Street along a curve to the left with a radius of 364 feet tangent the preceding course, a distance of 73.642 feet to the Southerly terminus of the curve with a radius of 30 feet which connects said Northeasterly curve line of Dakota Street with the Southerly tangent line of Twenty-Third Street; thence Northwesterly, Northerly and Northeasterly along said curve to the right, a distance of 69.669 feet to the Northeasterly terminus thereof; thence Easterly along the Southerly line of Twenty-Third Street 320.031 feet to a point distant thereon 100 feet Westerly from the Westerly line of Texas Street; thence at a right angle Southerly 295 feet and 6 inches; thence Easterly 100.315 feet to a point on the Westerly line of Texas Street, distant thereon 454.90 feet Northerly from the point of commencement; thence Southerly along said line of Texas Street 454.90 feet to the point of commencement.

EXCEPTING THEREFROM the following described parcels:

- A. Commencing at a point on the Easterly line of Missouri Street, distant thereon 50 feet South from the Southerly line of Twenty-Third Street; and running Southerly

along said Easterly line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.

B. Beginning at the point of intersection of the Southerly line of Twenty-Third Street with the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet to the Southerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of beginning.

C. That portion of abandoned Missouri Street, 80 feet wide, adjoining the above described parcels.

PARCEL 4:

Commencing at a point on the Westerly line of Texas Street, distant thereon 150 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 5:

Commencing at the point on the Westerly line of Texas Street, distant thereon 100 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said Westerly line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street and the point of commencement.

PARCEL 6:

Commencing at a point on the Westerly line of Texas Street, distant thereon 225 feet Southerly from the Southerly line of Twenty-Third Street; running thence Westerly and parallel with the said Southerly line of Twenty-Third Street 100 feet; thence running at a right angle Southerly 70 feet and 6 inches, more or less, to the intersection of the line drawn from the point on the Easterly line of Missouri Street, distant thereon 287 feet, 6 inches Southerly from the Southerly line of Twenty-Third Street to the point on the Westerly line of Texas Street, distant thereon 303 feet, 6 inches Southerly from the Southerly line of Twenty-Third Street; running thence Southeasterly and along the last mentioned line 101 feet, more or less, to the Westerly line of Texas Street; running thence Northerly and along said Westerly line of Texas Street 78 feet, 6 inches to the point of commencement.

PARCEL 7:

Commencing at a point on the Westerly line of Texas Street, distant thereon 175 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Block No. 262.

APN: Lot 001; Block 4223

PARCEL 8:

Commencing at the point of intersection of the Easterly line of Wisconsin Street and the Northerly line of Twenty-Sixth Street, running thence Easterly and along said line of Twenty-Sixth Street 480 feet to the Westerly line of Connecticut Street; thence at a right angle Northerly and along said line of Connecticut Street 343 feet to the Southerly line of Twenty-Fifth Street; thence at a right angle Westerly and along said line of Twenty-Fifth Street 480 feet to the Easterly line of Wisconsin Street; thence at a right angle Southerly and along said line of Wisconsin Street 343 feet to the point of commencement.

APN: Lot 001; Block 4285B

PARCEL 9:

Commencing at a point on the Westerly line of Texas Street, distant thereon 125 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 10:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 150 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said Easterly line of Missouri Street 150 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 150 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.

PARCEL 11:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 100 feet Northerly from the Northerly line of Twenty-Third Street; running Northerly and along said line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 12:

Commencing at a point formed by the intersection of the Northerly line of Twenty-Third Street and the Easterly line of Missouri Street; running thence Easterly and along said Northerly line of Twenty-Third Street 25 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 25 feet to the Easterly line of Missouri Street; and running thence Southerly and along said Easterly line of Missouri Street 100 feet to the Northerly line of Twenty-Third Street and the point of commencement.

PARCEL 13:

Commencing at a point perpendicularly distant 541 feet Southerly from the Southerly line of Twenty-Second Street, and perpendicularly distant 100 feet Easterly from the Easterly line of Missouri Street; thence Easterly and parallel with the Southerly line of Twenty-Third Street 100 feet to the Westerly line of Texas Street; thence at a right angle Northerly and along said Westerly line of Texas Street 279 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 279 feet to the point of commencement.

Being a portion of Potrero Nuevo Block No's 263 and 264.

PARCEL 14:

Commencing at a point which is perpendicularly distant 95 feet Southerly from the Southerly line of Twenty-Second Street and also perpendicularly distant 100 feet Easterly from the Easterly line of Missouri Street; running thence Southerly and parallel with said line of Missouri Street 167 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street; thence at a right angle Northerly along said line of Texas Street 0.107 feet to the Southwesterly line of Texas Street; thence Northwesterly along said Southwesterly line 194.552 feet to a point which is perpendicularly distant 95 feet Southerly from the Southerly line of Twenty-Second Street; thence Westerly 0.014 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 264.

PARCEL 15:

Commencing at a point of intersection of the Southerly line of Twenty-Second Street and the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 95 feet; thence at a right angle Easterly 100.014 feet to the Southwesterly line of Texas Street; thence Northwesterly along said line of Texas Street 110.744 feet to the Southerly line of Twenty-Second Street; thence Westerly along said line of Twenty-Second Street 43.100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 264.

PARCEL 16:

Commencing at a point on the Northerly line of Twenty-Third Street, distant thereon 25 feet Easterly from the Easterly line of Missouri Street; running thence Easterly and along said line of Twenty-Third Street 75 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 75 feet; thence at a right angle Southerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 17:

Commencing at the point formed by the intersection of the Northerly line of Twenty-Third Street and the Westerly line of Texas Street; running thence Northerly along said Westerly line of Texas Street 125 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 125 feet to the Northerly line of Twenty-Third Street; running thence Easterly along the said line of Twenty-Third Street 100 feet to the Westerly line of Texas Street and the point of commencement.

PARCEL 18:

Beginning at a point on the Easterly line of Missouri Street, distant thereon 95 feet Southerly from the Southerly line of Twenty-Second Street; running thence Southerly along said line of Missouri Street 446 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 446 feet; thence at a right angle Westerly 100 feet to the point of beginning.

Being portions of Potrero Nuevo Block No's 263 and 264.

PARCEL 19:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 125 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 263.

PARCEL 20:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 300 feet Northerly from the Northerly line of Twenty-Third Street; running thence

Northerly along the Easterly line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 263.

PARCEL 21:

Beginning at a point on the Westerly line of Texas Street, distant thereon 275 feet Easterly from the Northerly line of Twenty-Third Street; running thence Northerly along the Westerly line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 50 feet; and thence at a right angle Easterly 100 feet to the point of beginning.

Being portions of Potrero Nuevo Block No's 263 and 264.

PARCEL 22:

Commencing at a point on the Southerly line of Twenty-Second Street, distant thereon 43.10 feet Easterly from the Easterly line of Missouri Street; running thence Easterly along said line of Twenty-Second Street 69.870 feet to the Northeasterly line of Texas Street; thence Southeasterly along said Northeasterly line 325.006 feet to the Easterly line of Texas Street; thence Southerly along said Easterly line 587.199 feet to the Northerly line of Twenty-Third Street; thence at a right angle Westerly along said Northerly line 80 feet to the Westerly line of Texas Street; thence at a right angle Northerly along said Westerly line of Texas Street; thence at a right angle Northerly along said Westerly line 604.107 feet to the Southwesterly line of Texas Street; thence Northwesterly along said Southwesterly line 305.296 feet to the point of commencement.

PARCEL 23:

Beginning at the point of intersection of the Southerly line of Twenty-Second Street with the former Westerly line of Missouri Street as the same existed prior to the vacation thereof by Resolution No. 13153 (Series of 1939) adopted March 16, 1953, by the Board of Supervisors of the City and County of San Francisco; and running thence Southerly along said former Westerly line 932.00 feet to the Southerly line of Twenty-Third Street; thence at right angles Easterly along the former Southerly line of Twenty-Third Street as the same existed prior to the vacation thereof by the above mentioned Resolution 280.00 feet to the Westerly line of Texas Street; thence at right angles Northerly along the Northerly production of the Westerly line of Texas Street 66.00 feet to the former Northerly line of Twenty-Third Street; thence at right angles Westerly along said former Northerly line of Twenty-Third Street 200.00 feet to the former Easterly line of Missouri Street; thence at right angles Northerly along said former Easterly line of Missouri Street 866.00 feet to the Southerly line of Twenty-Second Street; thence at right angles Westerly along the Southerly line of Twenty-Second Street 80.00 feet to the point of beginning.

PARCEL 24:

Beginning at the point of intersection of the Northerly line of Twenty-Third Street with the former Easterly line of Texas Street as it existed prior to the vacation thereof by above mentioned Resolution; thence Northerly along said former Easterly line 587.211 feet to an angle point therein; thence deflecting $30^{\circ} 55' 30''$ to the left and running Northwesterly along the former Northeasterly line of Texas Street 324.989 feet to the Southerly line of Twenty-Second Street; thence deflecting $59^{\circ} 04' 30''$ to the left and running Westerly along said line of Twenty-Second Street 69.943 feet to the former Southwesterly line of Texas Street; thence deflecting $120^{\circ} 55' 30''$ to the left and running Southeasterly along last named former line of Texas Street 305.42 feet to an angle point therein; thence deflecting $30^{\circ} 55' 30''$ to the right and running Southerly along the former Westerly line of Texas Street 604.000 feet to the Northerly line of Twenty-Third Street; thence at right angles Easterly along the former Northerly line of Twenty-Third Street produced Easterly 80.00 feet to the point of beginning.

PARCEL 25:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 50 feet South from the Southerly line of Twenty-Third Street; and running Southerly along said Easterly line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.

PARCEL 26:

Commencing at a point on the Westerly line of Texas Street, distant thereon 25 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 27:

Commencing at the point of intersection of the Southerly line of Twenty-Third Street and the Westerly line of Texas Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet to the Southerly line of Twenty-Third Street; thence at a right angle Easterly along said line of Twenty-Third Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 28:

Commencing at a point on the Westerly line of Texas Street, distant thereon 50 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 29:

Beginning at the point of intersection of the Southerly line of Twenty-Third Street with the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet to the Southerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of beginning.

EXCEPTING THEREFROM Parcels Nine through Twenty-Nine above all that portion conveyed to the City and County of San Francisco for the use of public streets by Deed recorded December 2, 1953, in Book 6276 of Official Records, Page 57.

PARCEL 30:

Commencing at the point of intersection of the Northerly line of Twenty-Third Street and the Easterly line of Texas Street; running thence Northerly and along said line of Texas Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet to the Northerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 31:

Commencing at a point on the Easterly line of Texas Street, distant thereon 25 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 32:

Commencing at a point on the Easterly line of Texas Street, distant thereon 50 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said Easterly line of Texas Street 50 feet; thence at a right angle Easterly

100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Texas Street and to the point of commencement.

Being a part of Potrero Nuevo Block No. 286.

PARCEL 33:

Commencing at a point on the Easterly line of Texas Street, distant thereon 100 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 34:

Commencing at a point on the Easterly line of Texas Street, distant thereon 150 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along said line of Texas Street 27 feet, 3 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 27 feet, 3 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 35:

Commencing at a point on the Easterly line of Texas Street, distant thereon 177 feet, 3 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 27 feet, 3 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 27 feet, 3 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 36:

Commencing at a point on the Easterly line of Texas Street, distant thereon 204 feet, 6 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along the Easterly line of Texas Street 29 feet, 11 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 29 feet, 11 inches; and thence at a right angle Westerly 100 feet to the Easterly line of Texas Street and the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

PARCEL 37:

Commencing at a point on the Easterly line of Texas Street, distant thereon 234 feet, 5 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 198 feet, 7 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 198 feet, 7 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 286.

PARCEL 38:

Commencing at a point on the Westerly line of Texas Street, distant thereon 175 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along said Westerly line of Texas Street 100 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street and the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

PARCEL 39:

Commencing at a point on the Easterly line of Texas Street, distant thereon 433 feet Northerly from the Northerly line of Twenty-Third Street; running thence Easterly and parallel with said line of Twenty-Third Street 92.380 feet; thence deflecting to the left $120^{\circ} 55' 33''$ and running Northwesterly 179.754 feet to a point on the Easterly line of Texas Street, distant thereon 154.199 feet Northerly from the point of commencement; thence Southerly along said line of Texas Street 154.199 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

APN: Lot 004 and Lot 004A; Block 4167

EXHIBIT B

PROJECT DESCRIPTION

The Potrero HOPE SF Project is public purpose, master-planned revitalization of the Potrero Terrace and Potrero Annex public housing sites into a new mixed income housing development with new replacement, affordable and market rate housing, streets and utility infrastructure, open spaces and community and retail spaces for the whole neighborhood. The current Project Site and buildings are owned and operated by the Housing Authority of the City and County of San Francisco (“SFHA”) and contains 619 units of public housing on approximately 38 acres. The Potrero HOPE SF Project is under the San Francisco HOPE SF Initiative, a public-private partnership to transform the City’s most distressed and isolated public housing communities into thriving, mixed income, healthy communities for existing residents of public housing, new residents, and the neighborhoods in which they are located.

The Developer, the Mayor’s Office of Housing and Community Development (“MOHCD”), and SFHA are committed to providing new high quality replacement housing for all current Potrero households. The key principle of the HOPE SF Initiative is underscored in both the SFHA’s Right to Return Policy and the City’s Right to Revitalized Housing Ordinance, which states that all existing Potrero households in good standing have the right to a replacement unit.

Master Plan

The master plan for this physical transformation was developed through community planning and design meetings at Potrero Terrace and Annex and the wider Potrero Hill neighborhood in 2008-2010. Additionally, community-building activities have occurred that ensure active participation in all aspects of the change process by Potrero residents throughout the predevelopment period and continue today. The CEQA and NEPA evaluation of this master plan was completed and approved in 2015 and allows:

- New construction of up to 1,700 housing units, including approximately 800 replacement and other affordable rental units and approximately 800 market rate units.
- Approximately 13.5 acres of reconfigured and new streets and utilities, transit-related infrastructure, and accessible paths of travel.
- Approximately 3.5 acres of new open spaces including a central park, community garden, terraced mid-block plazas, a pocket park, and overlooks to capture the site’s dramatic views.

- Up to 50,000 square feet of neighborhood-serving retail, community services, early childhood learning, after school programs, and other neighborhood amenities.

The FEIR/EIS for the Project approved in December 2015 more fully describes the master plan that was evaluated by the Planning Department and HUD under the CEQA and NEPA criteria.

Project

The Potrero HOPE SF Project that is memorialized in this Agreement, the Potrero HOPE SF Special Use District, and the Potrero Development Agreement is within the envelope of the approved master plan and consists of the following highlights:

- ❖ Construction of at least 774 new rent-restricted apartments that will be affordable to existing Potrero households (with rents at 30% of household income less utility allowances) and new apartments that will be affordable to households earning up to 60% of Area Median Income (as defined by the California Tax Credit Allocation Committee and regulated and monitored by the City through the Loan Agreement) (“AMI”). These affordable units will be constructed on 11 housing sites or blocks throughout the Project Site, including one vacant site located immediately adjacent to Potrero Terrace at the corner of 25th and Connecticut.
- ❖ Construction of approximately 800 market rate housing units which are planned as either for-sale homeownership or market rate rental units located on 8 blocks of varying sizes. MOHCD may subsidize the development of affordable homeownership at some locations.
- ❖ Construction of a series of open spaces located throughout the property totaling approximately 3.5 acres that will provide a variety of open space uses for the entire neighborhood, including children play areas, green and plaza spaces for a variety of uses, and spaces for urban agriculture.
- ❖ Construction of 15,000 gross square feet of new neighborhood spaces for local retail businesses.
- ❖ Construction of a new Community Center of approximately 30,000 gross square feet at Block G adjacent to the future central park and along 24th Street. 24th Street is planned as the site’s “main street” with parks, outdoor programming, retail, and the community center.
- ❖ Construction of new public rights-of-way following the City’s grid pattern that will reconnect the Project Site to the surrounding neighborhood. These new roadways will also include new public utility systems, new sidewalks and street furnishings, and transportation improvements that will increase access to MTA’s public transit system. The new streets and water, sewer and electric infrastructure and the

transportation improvements will be built per City standards and dedicated to the City.

Project Development Phases

The demolition and construction of the entire Project is anticipated to occur in five phases. The Phasing Plan is structured such that existing households living in the Project Site can be relocated temporarily to on-site vacant units, or permanently and directly to newly constructed replacement units on site to the fullest extent possible. Households may also be offered the opportunity to move permanently and voluntarily to affordable replacement housing units in other San Francisco neighborhoods. The goals for the phasing and for the resident relocation plans are to minimize the number of moves that existing households will have to make, and to provide a new affordable replacement unit to households as soon as possible, while also mixing the placement of affordable and market rate sites within the overall Project.

The Phasing Plan in Exhibit J describes the requirements for the Developer or its Affiliates to be able to progress from one Phase to the next Phase and the minimum requirements for completion of each component of a Phase of the Project. The following summarizes the desired development for each Phase, pending the availability of City funding for infrastructure and affordable housing development:

Phase 1: Parcel X¹ infill development:

- a. Development of a .69-acre vacant lot into 72 units of Affordable Housing²

Phase 2:

- a. Demolition of 91 existing residential units and surrounding infrastructure
- b. Construction of Block B, approximately 90-94 units of Affordable Housing
- c. Offer of sale of Block A for the development of market rate housing

Phase 3:

- a. Demolition of 133 existing residential units and surrounding infrastructure
- b. Construction of Blocks Q & R, approximately 95 units of Affordable Housing
- c. Preparation of market rate Blocks N, O, and P for sale

Phase 4:

- a. Demolition of 45 existing residential units and surrounding infrastructure

¹ Note, although Block X is included in the description of overall phasing, it is not included in the Project Site and is not subject to this Master Development Agreement.

² The term "Affordable Housing" as used throughout means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding 60% of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.

- b. Construction of Block J1, approximately 65 of Affordable Housing

Phase 5:

- a. Demolition of 329 existing residential units and surrounding infrastructure
- b. Construction of Blocks in sub-phases
 - a. Sub-phase 5A
 - i. Construction of Blocks J2 and M, approximately 185 units of Affordable Housing
 - ii. Preparation of market rate Blocks K and L for sale
 - b. Sub-phase 5B
 - i. Construction of Blocks C and G, approximately 160 units of Affordable Housing
 - ii. Construction of Community Center
 - iii. Preparation of market rate Block F for sale
 - c. Sub-phase 5C
 - i. Construction of Blocks D and H, approximately 160 units of Affordable Housing
 - ii. Construction of Central Park
 - iii. Preparation of market rate Block E for sale

Exhibit C: Master Unit Building List

The following is an estimated summary of the existing and new replacement units by phase. This will be updated per Section 7.3 of the MDA.

Development Phase	HUD DDA#	Earliest year that households would move out of existing units**	# of units to be demolished	# of new Resident Replacement Units constructed on site or off site
Block X		0	0	53
Phase 2	0007689	2018	92	71
Phase 3	0007690	2020	150	72
Phase 4	0007691	2022	30	49
Phase 5A	0007692	2024	347	125
5B				124
5C				125
Totals			619	619

Potrero Terrace Existing Units Organized by Phase

Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2	E-1	0230	1901 25TH STREET	2
2	E-1	0230	1903 25TH STREET	2
2	E-1	0230	1905 25TH STREET	3
2	E-1	0230	1907 25TH STREET	3
2	E-1	0230	1909 25TH STREET	2
2	E-1	0230	1911 25TH STREET	2
2	E-1	0230	1913 25TH STREET	2
2	E-1	0230	1915 25TH STREET	2
2	F-1	0240	1130 CONNECTICUT S	2
2	F-1	0240	1132 CONNECTICUT S	2
2	F-1	0240	1134 CONNECTICUT S	3
2	F-1	0240	1136 CONNECTICUT S	3
2	F-1	0240	1138 CONNECTICUT S	2
2	F-1	0240	1140 CONNECTICUT S	3
2	F-1	0240	1142 CONNECTICUT S	2
2	F-1	0240	1144 CONNECTICUT S	2
2	F-1	0240	1146 CONNECTICUT S	2
2	F-1	0240	1148 CONNECTICUT S	2
2	F-2	0247	1720 26TH STREET	2
2	F-2	0247	1722 26TH STREET	1
2	F-2	0247	1724 26TH STREET	2

2	F-2	0247	1726	26TH STREET	2
2	F-2	0247	1728	26TH STREET	2
2	F-2	0247	1730	26TH STREET	2
2	F-2	0247	1732	26TH STREET	3
2	F-2	0247	1734	26TH STREET	3
2	F-2	0247	1736	26TH STREET	2
2	F-2	0247	1738	26TH STREET	3
2	F-2	0247	1740	26TH STREET	2
2	F-3	0250	1100	CONNECTICUT S	2
2	F-3	0250	1102	CONNECTICUT S	2
2	F-3	0250	1104	CONNECTICUT S	3
2	F-3	0250	1106	CONNECTICUT S	3
2	F-3	0250	1108	CONNECTICUT S	2
2	F-3	0250	1110	CONNECTICUT S	3
2	F-3	0250	1112	CONNECTICUT S	2
2	F-3	0250	1114	CONNECTICUT S	2
2	F-3	0250	1116	CONNECTICUT S	1
2	F-3	0250	1118	CONNECTICUT S	2
2	F-3	0250	1120	CONNECTICUT S	2
2	F-4	0251	1255	WISCONSIN	2
2	F-4	0251	1257	WISCONSIN	2
2	F-4	0251	1259	WISCONSIN	3
2	F-4	0251	1261	WISCONSIN	3
2	F-4	0251	1263	WISCONSIN	2
2	F-4	0251	1265	WISCONSIN	3
2	F-4	0251	1267	WISCONSIN	2
2	F-4	0251	1269	WISCONSIN	2
2	F-4	0251	1271	WISCONSIN	1
2	F-4	0251	1273	WISCONSIN	2
2	F-4	0251	1275	WISCONSIN	2

2	F-5	0252	1835	25TH STREET	2
2	F-5	0252	1837	25TH STREET	2
2	F-5	0252	1839	25TH STREET	3
2	F-5	0252	1841	25TH STREET	3
2	F-5	0252	1843	25TH STREET	2
2	F-5	0252	1845	25TH STREET	3
2	F-5	0252	1847	25TH STREET	2
2	F-5	0252	1849	25TH STREET	2
2	F-5	0252	1851	25TH STREET	1
2	F-5	0252	1853	25TH STREET	2
2	F-5	0252	1855	25TH STREET	2
2	G-1	0257	1800	26TH STREET	2
2	G-1	0257	1802	26TH STREET	1
2	G-1	0257	1804	26TH STREET	2
2	G-1	0257	1806	26TH STREET	2
2	G-1	0257	1808	26TH STREET	2
2	G-1	0257	1810	26TH STREET	2
2	G-1	0257	1812	26TH STREET	2
2	G-1	0257	1814	26TH STREET	2
2	G-1	0257	1816	26TH STREET	2
2	G-1	0257	1818	26TH STREET	2

2	G-1	0257	1820	26TH STREET	2
2	G-1	0257	1822	26TH STREET	2
2	G-1	0257	1824	26TH STREET	2
2	G-1	0257	1826	26TH STREET	2
2	G-1	0257	1828	26TH STREET	2
2	G-2	0202	1805	25TH STREET	2
2	G-2	0202	1801	25TH STREET	2
2	G-2	0202	1803	25TH STREET	2
2	G-2	0202	1807	25TH STREET	2
2	G-2	0202	1809	25TH STREET	2
2	G-2	0202	1811	25TH STREET	2
2	G-2	0202	1813	25TH STREET	2
2	G-2	0202	1815	25TH STREET	2
2	G-2	0202	1817	25TH STREET	2
2	G-2	0202	1819	25TH STREET	2
2	G-2	0202	1821	25TH STREET	2
2	G-2	0202	1823	25TH STREET	2
2	G-2	0202	1825	25TH STREET	2
2	G-2	0202	1827	25TH STREET	1
2	G-2	0202	1829	25TH STREET	2
Phase	Building # on Cal Map	Building Number on PIC	Address		# of BR in unit
4	G-7	0207	1001	WISCONSIN	2
4	G-7	0207	1003	WISCONSIN	2
4	G-7	0207	1005	WISCONSIN	2
4	G-7	0207	1007	WISCONSIN	2
4	G-7	0207	1009	WISCONSIN	2
4	G-7	0207	1011	WISCONSIN	2
4	G-7	0207	1013	WISCONSIN	2
4	G-7	0207	1015	WISCONSIN	2
4	G-7	0207	1017	WISCONSIN	2
4	G-7	0207	1019	WISCONSIN	2
4	G-7	0207	1021	WISCONSIN	2
4	G-7	0207	1023	WISCONSIN	2
4	G-7	0207	1025	WISCONSIN	2
4	G-7	0207	1027	WISCONSIN	1
4	G-7	0207	1029	WISCONSIN	2
4	G-8	0208	901	CONNECTICUT S	2
4	G-8	0208	903	CONNECTICUT S	2
4	G-8	0208	905	CONNECTICUT S	2
4	G-8	0208	907	CONNECTICUT S	2
4	G-8	0208	909	CONNECTICUT S	2
4	G-8	0208	911	CONNECTICUT S	2
4	G-8	0208	913	CONNECTICUT S	2
4	G-8	0208	915	CONNECTICUT S	2
4	G-8	0208	917	CONNECTICUT S	2
4	G-8	0208	919	CONNECTICUT S	2
4	G-8	0208	921	CONNECTICUT S	2
4	G-8	0208	923	CONNECTICUT S	2
4	G-8	0208	925	CONNECTICUT S	2
4	G-8	0208	927	CONNECTICUT S	1
4	G-8	0208	929	CONNECTICUT S	2

Phase	Building # on Cal Map	Building Number on PIC	Address		# of BR in unit
5	E-2	0231	1820	25TH STREET	2
5	E-2	0231	1822	25TH STREET	2
5	E-2	0231	1824	25TH STREET	2
5	E-2	0231	1826	25TH STREET	2
5	E-2	0231	1828	25TH STREET	2
5	E-2	0231	1830	25TH STREET	3
5	E-2	0231	1832	25TH STREET	3
5	E-2	0231	1834	25TH STREET	2
5	E-3	0233	1054	CONNECTICUT ST	2
5	E-3	0233	1056	CONNECTICUT ST	2
5	E-3	0233	1058	CONNECTICUT ST	3
5	E-3	0233	1060	CONNECTICUT ST	3
5	E-3	0233	1062	CONNECTICUT ST	2
5	E-3	0233	1064	CONNECTICUT ST	2
5	E-3	0233	1066	CONNECTICUT ST	2
5	E-3	0233	1068	CONNECTICUT ST	2
5	E-4	0234	900	CONNECTICUT ST	2
5	E-4	0234	902	CONNECTICUT ST	2
5	E-4	0234	904	CONNECTICUT ST	3
5	E-4	0234	906	CONNECTICUT ST	3
5	E-4	0234	908	CONNECTICUT ST	2
5	E-4	0234	910	CONNECTICUT ST	2
5	E-4	0234	912	CONNECTICUT ST	2
5	E-4	0234	914	CONNECTICUT ST	2
5	E-5	0235	1	DAKOTA ST	2
5	E-5	0235	3	DAKOTA ST	2
5	E-5	0235	5	DAKOTA ST	3
5	E-5	0235	7	DAKOTA ST	3
5	E-5	0235	9	DAKOTA ST	2
5	E-5	0235	11	DAKOTA ST	2
5	E-5	0235	13	DAKOTA ST	2
5	E-5	0235	15	DAKOTA ST	2
5	F-10	0241	1059	CONNECTICUT ST	2
5	F-10	0241	1061	CONNECTICUT ST	2
5	F-10	0241	1063	CONNECTICUT ST	3
5	F-10	0241	1065	CONNECTICUT ST	2
5	F-10	0241	1067	CONNECTICUT ST	3
5	F-10	0241	1069	CONNECTICUT ST	3
5	F-10	0241	1071	CONNECTICUT ST	2
5	F-10	0241	1073	CONNECTICUT ST	2
5	F-10	0241	1075	CONNECTICUT ST	2
5	F-10	0241	1077	CONNECTICUT ST	2
5	F-10	0241	1079	CONNECTICUT ST	1
5	F-11	0242	1700	25TH STREET	2
5	F-11	0242	1702	25TH STREET	2
5	F-11	0242	1704	25TH STREET	3
5	F-11	0242	1706	25TH STREET	3

5	F-11	0242	1708	25TH STREET	2
5	F-11	0242	1710	25TH STREET	3
5	F-11	0242	1712	25TH STREET	2
5	F-11	0242	1714	25TH STREET	2
5	F-11	0242	1716	25TH STREET	1
5	F-11	0242	1718	25TH STREET	2
5	F-11	0242	1720	25TH STREET	2

5	F-12	0243	1620	25TH STREET	2
5	F-12	0243	1622	25TH STREET	2
5	F-12	0243	1624	25TH STREET	3
5	F-12	0243	1626	25TH STREET	3
5	F-12	0243	1628	25TH STREET	2
5	F-12	0243	1630	25TH STREET	3
5	F-12	0243	1632	25TH STREET	2
5	F-12	0243	1634	25TH STREET	2
5	F-12	0243	1636	25TH STREET	2
5	F-12	0243	1638	25TH STREET	2

5	F-13	0244	174	DAKOTA ST	2
5	F-13	0244	176	DAKOTA ST	2
5	F-13	0244	178	DAKOTA ST	3
5	F-13	0244	180	DAKOTA ST	2
5	F-13	0244	182	DAKOTA ST	3
5	F-13	0244	184	DAKOTA ST	3
5	F-13	0244	186	DAKOTA ST	2
5	F-13	0244	188	DAKOTA ST	2
5	F-13	0244	190	DAKOTA ST	2
5	F-13	0244	192	DAKOTA ST	2
5	F-13	0244	194	DAKOTA ST	1

5	F-14	0245	30	DAKOTA ST	2
5	F-14	0245	32	DAKOTA ST	2
5	F-14	0245	34	DAKOTA ST	3
5	F-14	0245	36	DAKOTA ST	2
5	F-14	0245	38	DAKOTA ST	3
5	F-14	0245	40	DAKOTA ST	3
5	F-14	0245	42	DAKOTA ST	2
5	F-14	0245	44	DAKOTA ST	2
5	F-14	0245	46	DAKOTA ST	2
5	F-14	0245	48	DAKOTA ST	2

5	F-15	0246	2	DAKOTA ST	2
5	F-15	0246	4	DAKOTA ST	2
5	F-15	0246	6	DAKOTA ST	3
5	F-15	0246	8	DAKOTA ST	2
5	F-15	0246	10	DAKOTA ST	3
5	F-15	0246	12	DAKOTA ST	3
5	F-15	0246	14	DAKOTA ST	2
5	F-15	0246	16	DAKOTA ST	2
5	F-15	0246	18	DAKOTA ST	2
5	F-15	0246	20	DAKOTA ST	2
5	F-15	0246	22	DAKOTA ST	1

5	F-6	0253	1072	CONNECTICUT S	2
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5	F-6	0253	1074	CONNECTICUT S	2
5	F-6	0253	1076	CONNECTICUT S	3
5	F-6	0253	1078	CONNECTICUT S	3
5	F-6	0253	1080	CONNECTICUT S	2
5	F-6	0253	1082	CONNECTICUT S	3
5	F-6	0253	1084	CONNECTICUT S	2
5	F-6	0253	1086	CONNECTICUT S	2
5	F-6	0253	1088	CONNECTICUT S	2
5	F-6	0253	1090	CONNECTICUT S	2
5	F-7	0254	1840	25TH STREET	2
5	F-7	0254	1842	25TH STREET	1
5	F-7	0254	1844	25TH STREET	2
5	F-7	0254	1846	25TH STREET	2
5	F-7	0254	1848	25TH STREET	2
5	F-7	0254	1850	25TH STREET	2
5	F-7	0254	1852	25TH STREET	3
5	F-7	0254	1854	25TH STREET	3
5	F-7	0254	1856	25TH STREET	2
5	F-7	0254	1858	25TH STREET	3
5	F-7	0254	1860	25TH STREET	2

5	F-8	0255	1032	CONNECTICUT S	2
5	F-8	0255	1034	CONNECTICUT S	2
5	F-8	0255	1036	CONNECTICUT S	3
5	F-8	0255	1038	CONNECTICUT S	3
5	F-8	0255	1040	CONNECTICUT S	2
5	F-8	0255	1042	CONNECTICUT S	3
5	F-8	0255	1044	CONNECTICUT S	2
5	F-8	0255	1046	CONNECTICUT S	2
5	F-8	0255	1048	CONNECTICUT S	2
5	F-8	0255	1050	CONNECTICUT S	2
5	F-9	0256	1035	CONNECTICUT S	2
5	F-9	0256	1037	CONNECTICUT S	2
5	F-9	0256	1039	CONNECTICUT S	3
5	F-9	0256	1041	CONNECTICUT S	2
5	F-9	0256	1043	CONNECTICUT S	3
5	F-9	0256	1045	CONNECTICUT S	3
5	F-9	0256	1047	CONNECTICUT S	2
5	F-9	0256	1049	CONNECTICUT S	2
5	F-9	0256	1051	CONNECTICUT S	2
5	F-9	0256	1053	CONNECTICUT S	2
5	G-10	0210	967	CONNECTICUT S	2
5	G-10	0210	969	CONNECTICUT S	2
5	G-10	0210	971	CONNECTICUT S	2
5	G-10	0210	973	CONNECTICUT S	2
5	G-10	0210	975	CONNECTICUT S	2
5	G-10	0210	977	CONNECTICUT S	2
5	G-10	0210	979	CONNECTICUT S	2
5	G-10	0210	981	CONNECTICUT S	2
5	G-10	0210	983	CONNECTICUT S	2
5	G-10	0210	985	CONNECTICUT S	2
5	G-10	0210	987	CONNECTICUT S	2

5	G-10	0210	989	CONNECTICUT S	2
5	G-10	0210	991	CONNECTICUT S	2
5	G-10	0210	993	CONNECTICUT S	1
5	G-10	0210	995	CONNECTICUT S	2
5	G-11	0211	1001	CONNECTICUT S	2
5	G-11	0211	1003	CONNECTICUT S	2
5	G-11	0211	1005	CONNECTICUT S	2
5	G-11	0211	1007	CONNECTICUT S	2
5	G-11	0211	1009	CONNECTICUT S	2
5	G-11	0211	1011	CONNECTICUT S	2
5	G-11	0211	1013	CONNECTICUT S	2
5	G-11	0211	1015	CONNECTICUT S	2
5	G-11	0211	1017	CONNECTICUT S	2
5	G-11	0211	1019	CONNECTICUT S	2
5	G-11	0211	1021	CONNECTICUT S	2
5	G-11	0211	1023	CONNECTICUT S	2
5	G-11	0211	1025	CONNECTICUT S	2
5	G-11	0211	1027	CONNECTICUT S	1
5	G-11	0211	1029	CONNECTICUT S	2
5	G-12	0212	140	DAKOTA ST	2
5	G-12	0212	142	DAKOTA ST	2
5	G-12	0212	144	DAKOTA ST	2
5	G-12	0212	146	DAKOTA ST	2
5	G-12	0212	148	DAKOTA ST	2
5	G-12	0212	150	DAKOTA ST	2
5	G-12	0212	152	DAKOTA ST	2
5	G-12	0212	154	DAKOTA ST	2
5	G-12	0212	156	DAKOTA ST	2
5	G-12	0212	158	DAKOTA ST	2
5	G-12	0212	160	DAKOTA ST	2
5	G-12	0212	162	DAKOTA ST	2
5	G-12	0212	164	DAKOTA ST	2
5	G-12	0212	166	DAKOTA ST	1
5	G-12	0212	168	DAKOTA ST	2

5	G-13	0213	100	DAKOTA ST	2
5	G-13	0213	102	DAKOTA ST	2
5	G-13	0213	104	DAKOTA ST	2
5	G-13	0213	106	DAKOTA ST	2
5	G-13	0213	108	DAKOTA ST	2
5	G-13	0213	110	DAKOTA ST	2
5	G-13	0213	112	DAKOTA ST	2
5	G-13	0213	114	DAKOTA ST	2
5	G-13	0213	116	DAKOTA ST	2
5	G-13	0213	118	DAKOTA ST	2
5	G-13	0213	120	DAKOTA ST	2
5	G-13	0213	122	DAKOTA ST	2
5	G-13	0213	124	DAKOTA ST	2
5	G-13	0213	126	DAKOTA ST	1
5	G-13	0213	128	DAKOTA ST	2
5	G-14	0214	60	DAKOTA ST	2
5	G-14	0214	62	DAKOTA ST	2

5	G-14	0214	64	DAKOTA ST	2
5	G-14	0214	66	DAKOTA ST	2
5	G-14	0214	68	DAKOTA ST	2
5	G-14	0214	70	DAKOTA ST	2
5	G-14	0214	72	DAKOTA ST	2
5	G-14	0214	74	DAKOTA ST	2
5	G-14	0214	76	DAKOTA ST	2
5	G-14	0214	78	DAKOTA ST	2
5	G-14	0214	80	DAKOTA ST	2
5	G-14	0214	82	DAKOTA ST	2
5	G-14	0214	84	DAKOTA ST	2
5	G-14	0214	86	DAKOTA ST	1
5	G-14	0214	88	DAKOTA ST	2
5	G-15	0215	21	DAKOTA ST	2
5	G-15	0215	23	DAKOTA ST	2
5	G-15	0215	25	DAKOTA ST	2
5	G-15	0215	27	DAKOTA ST	2
5	G-15	0215	29	DAKOTA ST	2
5	G-15	0215	31	DAKOTA ST	2
5	G-15	0215	33	DAKOTA ST	2
5	G-15	0215	35	DAKOTA ST	2
5	G-15	0215	37	DAKOTA ST	2
5	G-15	0215	39	DAKOTA ST	2
5	G-15	0215	41	DAKOTA ST	2
5	G-15	0215	43	DAKOTA ST	2
5	G-15	0215	45	DAKOTA ST	2
5	G-15	0215	47	DAKOTA ST	1
5	G-15	0215	49	DAKOTA ST	2
5	G-16	0216	55	DAKOTA ST	2
5	G-16	0216	57	DAKOTA ST	2
5	G-16	0216	59	DAKOTA ST	2
5	G-16	0216	61	DAKOTA ST	2
5	G-16	0216	63	DAKOTA ST	2
5	G-16	0216	65	DAKOTA ST	2
5	G-16	0216	67	DAKOTA ST	2
5	G-16	0216	69	DAKOTA ST	2
5	G-16	0216	71	DAKOTA ST	2
5	G-16	0216	73	DAKOTA ST	2
5	G-16	0216	75	DAKOTA ST	2
5	G-16	0216	77	DAKOTA ST	2
5	G-16	0216	79	DAKOTA ST	2
5	G-16	0216	81	DAKOTA ST	1
5	G-16	0216	83	DAKOTA ST	2

5	G-17	0217	101	DAKOTA ST	2
5	G-17	0217	103	DAKOTA ST	2
5	G-17	0217	105	DAKOTA ST	2
5	G-17	0217	109	DAKOTA ST	2
5	G-17	0217	111	DAKOTA ST	2
5	G-17	0217	113	DAKOTA ST	2
5	G-17	0217	115	DAKOTA ST	2
5	G-17	0217	117	DAKOTA ST	2
5	G-17	0217	119	DAKOTA ST	2

5	G-17	0217	121	DAKOTA ST	2
5	G-17	0217	123	DAKOTA ST	2
5	G-17	0217	125	DAKOTA ST	2
5	G-17	0217	127	DAKOTA ST	1
5	G-17	0217	129	DAKOTA ST	2
5	G-17	0217	107	DAKOTA ST	2
5	G-18	0218	145	DAKOTA ST	2
5	G-18	0218	147	DAKOTA ST	2
5	G-18	0218	149	DAKOTA ST	2
5	G-18	0218	151	DAKOTA ST	2
5	G-18	0218	153	DAKOTA ST	2
5	G-18	0218	155	DAKOTA ST	2
5	G-18	0218	157	DAKOTA ST	2
5	G-18	0218	159	DAKOTA ST	2
5	G-18	0218	161	DAKOTA ST	2
5	G-18	0218	163	DAKOTA ST	2
5	G-18	0218	165	DAKOTA ST	2
5	G-18	0218	167	DAKOTA ST	2
5	G-18	0218	169	DAKOTA ST	2
5	G-18	0218	171	DAKOTA ST	2
5	G-18	0218	173	DAKOTA ST	3
5	G-3	0203	1864	25TH STREET	2
5	G-3	0203	1866	25TH STREET	1
5	G-3	0203	1868	25TH STREET	2
5	G-3	0203	1870	25TH STREET	2
5	G-3	0203	1872	25TH STREET	2
5	G-3	0203	1874	25TH STREET	2
5	G-3	0203	1876	25TH STREET	2
5	G-3	0203	1878	25TH STREET	2
5	G-3	0203	1880	25TH STREET	2
5	G-3	0203	1882	25TH STREET	2
5	G-3	0203	1884	25TH STREET	2
5	G-3	0203	1886	25TH STREET	2
5	G-3	0203	1888	25TH STREET	2
5	G-3	0203	1890	25TH STREET	2
5	G-3	0203	1892	25TH STREET	2
5	G-4	0204	1000	CONNECTICUT S	2
5	G-4	0204	1002	CONNECTICUT S	2
5	G-4	0204	1004	CONNECTICUT S	2
5	G-4	0204	1006	CONNECTICUT S	2
5	G-4	0204	1008	CONNECTICUT S	2
5	G-4	0204	1010	CONNECTICUT S	2
5	G-4	0204	1012	CONNECTICUT S	2
5	G-4	0204	1014	CONNECTICUT S	2
5	G-4	0204	1016	CONNECTICUT S	2
5	G-4	0204	1018	CONNECTICUT S	2
5	G-4	0204	1020	CONNECTICUT S	2
5	G-4	0204	1022	CONNECTICUT S	2
5	G-4	0204	1026	CONNECTICUT S	1
5	G-4	0204	1028	CONNECTICUT S	2
5	G-4	0204	1024	CONNECTICUT S	2

5	G-5	0205	950	CONNECTICUT ST	2
5	G-5	0205	952	CONNECTICUT ST	2
5	G-5	0205	954	CONNECTICUT ST	2
5	G-5	0205	956	CONNECTICUT ST	2
5	G-5	0205	958	CONNECTICUT ST	2
5	G-5	0205	960	CONNECTICUT ST	2
5	G-5	0205	962	CONNECTICUT ST	2
5	G-5	0205	964	CONNECTICUT ST	2
5	G-5	0205	966	CONNECTICUT ST	2
5	G-5	0205	968	CONNECTICUT ST	2
5	G-5	0205	970	CONNECTICUT ST	2
5	G-5	0205	972	CONNECTICUT ST	2
5	G-5	0205	974	CONNECTICUT ST	2
5	G-5	0205	976	CONNECTICUT ST	1
5	G-5	0205	978	CONNECTICUT ST	2
5	G-6	0206	918	CONNECTICUT ST	2
5	G-6	0206	920	CONNECTICUT ST	2
5	G-6	0206	922	CONNECTICUT ST	2
5	G-6	0206	924	CONNECTICUT ST	2
5	G-6	0206	926	CONNECTICUT ST	2
5	G-6	0206	928	CONNECTICUT ST	2
5	G-6	0206	930	CONNECTICUT ST	2
5	G-6	0206	932	CONNECTICUT ST	2
5	G-6	0206	934	CONNECTICUT ST	2
5	G-6	0206	936	CONNECTICUT ST	2
5	G-6	0206	938	CONNECTICUT ST	2
5	G-6	0206	940	CONNECTICUT ST	2
5	G-6	0206	942	CONNECTICUT ST	2
5	G-6	0206	944	CONNECTICUT ST	1
5	G-6	0206	946	CONNECTICUT ST	2
5	G-9	0209	935	CONNECTICUT ST	2
5	G-9	0209	937	CONNECTICUT ST	2
5	G-9	0209	939	CONNECTICUT ST	2
5	G-9	0209	941	CONNECTICUT ST	2
5	G-9	0209	943	CONNECTICUT ST	2
5	G-9	0209	945	CONNECTICUT ST	2
5	G-9	0209	947	CONNECTICUT ST	2
5	G-9	0209	949	CONNECTICUT ST	2
5	G-9	0209	951	CONNECTICUT ST	2
5	G-9	0209	953	CONNECTICUT ST	2
5	G-9	0209	955	CONNECTICUT ST	2
5	G-9	0209	957	CONNECTICUT ST	2
5	G-9	0209	959	CONNECTICUT ST	2
5	G-9	0209	961	CONNECTICUT ST	1
5	G-9	0209	963	CONNECTICUT ST	2

Potrero Annex Existing Units Organized by Phase

Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
3	A-1	0801	3 TURNER TERRACE	1

3	A-1	0801	5	URNER TERRACE	1
3	A-1	0801	7	URNER TERRACE	2
3	A-1	0801	9	URNER TERRACE	1
3	A-2	0801	71	URNER TERRACE	1
3	A-2	0802	73	URNER TERRACE	1
3	A-2	0802	75	URNER TERRACE	1
3	A-2	0802	77	URNER TERRACE	1
3	A-2	0802	79	URNER TERRACE	1
3	A-2	0802	81	URNER TERRACE	1
3	a-3	0803	873	MISSOURI ST	5
3	a-3	0803	879	MISSOURI ST	5
3	B-4	0804	85	URNER TERRACE	1
3	B-4	0804	95	URNER TERRACE	1
3	B-4	0804	87	URNER TERRACE	4
3	B-4	0804	89	URNER TERRACE	4
3	B-4	0804	91	URNER TERRACE	4
3	B-4	0804	93	URNER TERRACE	4
3	B-5	0805	1	WATCHMAN WAY	1
3	B-5	0805	3	WATCHMAN WAY	4
3	B-5	0805	7	WATCHMAN WAY	4
3	B-5	0805	9	WATCHMAN WAY	4
3	B-5	0805	11	WATCHMAN WAY	1
3	B-5	0805	5	WATCHMAN WAY	4
3	B-6	0806	851	MISSOURI ST	1
3	B-6	0806	853	MISSOURI ST	4
3	B-6	0806	855	MISSOURI ST	4
3	B-6	0806	857	MISSOURI ST	4
3	B-6	0806	859	MISSOURI ST	4
3	C-10	0810	53	URNER TERRACE	2
3	C-10	0810	55	URNER TERRACE	2
3	C-10	0810	57	URNER TERRACE	3
3	C-10	0810	59	URNER TERRACE	3
3	C-10	0810	61	URNER TERRACE	2
3	C-10	0810	63	URNER TERRACE	2
3	C-11	0811	40	URNER TERRACE	1
3	C-11	0811	42	URNER TERRACE	2
3	C-11	0811	44	URNER TERRACE	2
3	C-11	0811	46	URNER TERRACE	3
3	C-11	0811	48	URNER TERRACE	3
3	C-11	0811	50	URNER TERRACE	2
3	C-11	0811	52	URNER TERRACE	2
3	C-12	0812	771	MISSOURI ST	1
3	C-12	0812	773	MISSOURI ST	2
3	C-12	0812	775	MISSOURI ST	2
3	C-12	0812	777	MISSOURI ST	3
3	C-12	0812	779	MISSOURI ST	3
3	C-12	0812	781	MISSOURI ST	2

3	C-12	0812	783	MISSOURI ST	4
3	C-13	0813	15	WATCHMAN WAY	1
3	C-13	0813	17	WATCHMAN WAY	2
3	C-13	0813	19	WATCHMAN WAY	2
3	C-13	0813	21	WATCHMAN WAY	3
3	C-13	0813	23	WATCHMAN WAY	3
3	C-13	0813	25	WATCHMAN WAY	2
3	C-13	0813	27	WATCHMAN WAY	2
3	C-13	0813	29	WATCHMAN WAY	1
3	C-14	0814	31	WATCHMAN WAY	1
3	C-14	0814	33	WATCHMAN WAY	2
3	C-14	0814	35	WATCHMAN WAY	2
3	C-14	0814	37	WATCHMAN WAY	3
3	C-14	0814	39	WATCHMAN WAY	3
3	C-14	0814	41	WATCHMAN WAY	2
3	C-14	0814	43	WATCHMAN WAY	4
3	C-15	0815	47	WATCHMAN WAY	1
3	C-15	0815	49	WATCHMAN WAY	2
3	C-15	0815	51	WATCHMAN WAY	2
3	C-15	0815	53	WATCHMAN WAY	3
3	C-15	0815	55	WATCHMAN WAY	3
3	C-15	0815	57	WATCHMAN WAY	2
3	C-15	0815	59	WATCHMAN WAY	2
3	C-15	0815	61	WATCHMAN WAY	1
3	C-16	0816	85	WATCHMAN WAY	4
3	C-16	0816	87	WATCHMAN WAY	2
3	C-16	0816	89	WATCHMAN WAY	3
3	C-16	0816	91	WATCHMAN WAY	3
3	C-16	0816	93	WATCHMAN WAY	2
3	C-16	0816	95	WATCHMAN WAY	2
3	C-16	0816	97	WATCHMAN WAY	1
3	C-17	0817	911	MISSOURI ST	2
3	C-17	0817	901	MISSOURI ST	1
3	C-17	0817	903	MISSOURI ST	2
3	C-17	0817	905	MISSOURI ST	2
3	C-17	0817	907	MISSOURI ST	3
3	C-17	0817	909	MISSOURI ST	3
3	C-17	0817	915	MISSOURI ST	4
3	C-7	0807	701	MISSOURI ST	1
3	C-7	0807	703	MISSOURI ST	2
3	C-7	0807	705	MISSOURI ST	2
3	C-7	0807	707	MISSOURI ST	3
3	C-7	0807	709	MISSOURI ST	3
3	C-7	0807	711	MISSOURI ST	2
3	C-7	0807	715	MISSOURI ST	2
3	C-8	0808	17	URNER TERRACE	2
3	C-8	0808	19	URNER TERRACE	2
3	C-8	0808	21	URNER TERRACE	3

3	C-8	0808	23	URNER TERRACE	3
3	C-8	0808	25	URNER TERRACE	2
3	C-8	0808	27	URNER TERRACE	2
3	C-9	0809	33	URNER TERRACE	4
3	C-9	0809	35	URNER TERRACE	2
3	C-9	0809	37	URNER TERRACE	3
3	C-9	0809	39	URNER TERRACE	3
3	C-9	0809	41	URNER TERRACE	2
3	C-9	0809	43	URNER TERRACE	4
3	D-18	0818	700	MISSOURI ST	2
3	D-18	0818	702	MISSOURI ST	3
3	D-18	0818	704	MISSOURI ST	3
3	D-18	0818	706	MISSOURI ST	3
3	D-18	0818	708	MISSOURI ST	3
3	D-18	0818	710	MISSOURI ST	3
3	D-18	0818	712	MISSOURI ST	3
3	D-18	0818	714	MISSOURI ST	2
3	D-19	0819	730	MISSOURI ST	2
3	D-19	0819	732	MISSOURI ST	3
3	D-19	0819	734	MISSOURI ST	3
3	D-19	0819	736	MISSOURI ST	3
3	D-19	0819	738	MISSOURI ST	3
3	D-19	0819	740	MISSOURI ST	3
3	D-19	0819	742	MISSOURI ST	3
3	D-19	0819	744	MISSOURI ST	2
3	D-20	0820	762	MISSOURI ST	5
3	D-20	0820	764	MISSOURI ST	3
3	D-20	0820	766	MISSOURI ST	3
3	D-20	0820	768	MISSOURI ST	3
3	D-20	0820	770	MISSOURI ST	3
3	D-20	0820	772	MISSOURI ST	3
3	D-20	0820	774	MISSOURI ST	2
3	D-21	0821	751	MISSOURI ST	2
3	D-21	0821	753	MISSOURI ST	3
3	D-21	0821	755	MISSOURI ST	3
3	D-21	0821	757	MISSOURI ST	3
3	D-21	0821	759	MISSOURI ST	3
3	D-21	0821	761	MISSOURI ST	3
3	D-21	0821	763	MISSOURI ST	3
3	D-21	0821	765	MISSOURI ST	2
3	D-22	0822	803	MISSOURI ST	5
3	D-22	0822	805	MISSOURI ST	3
3	D-22	0822	807	MISSOURI ST	3
3	D-22	0822	809	MISSOURI ST	3
3	D-22	0822	811	MISSOURI ST	3
3	D-22	0822	815	MISSOURI ST	5
3	D-23	0823	79	WATCHMAN WAY	2
3	D-23	0823	65	WATCHMAN WAY	2

3	D-23	0823	67	WATCHMAN WAY	3
3	D-23	0823	69	WATCHMAN WAY	3
3	D-23	0823	71	WATCHMAN WAY	3
3	D-23	0823	73	WATCHMAN WAY	3
3	D-23	0823	75	WATCHMAN WAY	3
3	D-23	0823	77	WATCHMAN WAY	3

EXHIBIT D
Relocation Plan

Rebuild Potrero HOPE SF
FINAL MASTER RELOCATION PLAN

Approved August 25, 2016:

**Housing Authority of the City and County of San Francisco,
a public body, corporate and politic**

Prepared For:

**BRIDGE-Potrero Community Associates,
a California Limited Liability Company**

and

**Housing Authority of the City and County of San Francisco,
a public body, corporate and politic**

Prepared By



Oakland, CA

November 22, 2016

Contents

INTRODUCTION.....	4
A. REGULATORY FRAMEWORK AND REQUIREMENT ANALYSIS.....	12
B. PROGRAM ASSURANCES AND STANDARDS.....	14
C. RELOCATION PLANNING AND NEEDS ASSESSMENT METHODOLOGY.....	15
D. GENERAL DEMOGRAPHICS AND OCCUPANT DATA & DESCRIPTIONS.....	17
E. RELOCATION ASSISTANCE ELIGIBILITY	22
F. REPLACEMENT HOUSING NEEDS & RESOURCES.....	25
G. CONCURRENT RESIDENTIAL RELOCATION	30
H. RELOCATION ASSISTANCE PROGRAM.....	30
J. LAWFUL PRESENCE IN THE UNITED STATES	40
K. EVICTION POLICY	40
L. APPEALS POLICY	40
M. PROJECTED RELOCATION SCHEDULE AND PHASING PLAN	41
N. ESTIMATED RELOCATION COSTS	43
O. RESIDENT PARTICIPATION/PLAN REVIEW.....	44

INDEX OF TABLES

Table 1: 2010 Census Population – City of San Francisco & Census Tract..... 18
Table 2: 2010 Census Housing Units – City of San Francisco & Census Tract 18
Table 3: Data Analysis Results - Population 19
Table 4: Needs Assessment Survey Results - Age Distribution Heads of Household... 19
Table 5: Needs Assessment Survey Results – Race Distribution of Households 20
Table 6: Needs Assessment Survey Results – Primary Language Spoken at Home.... 20
Table 7: Needs Assessment Survey Results – Disabilities/Other Medical Conditions .. 20
Table 8: Units Existing to Be Demolished 21
Table 9: Total New Housing Units to Be Developed 29
Table 10: Replacement Housing Survey Results 30
Table 11: Federal Fixed Move Payment Schedule..... 35
Table 12: Example Computation of Rent Differential Payment * 36
Table 13: Relocation Phasing Analysis 42
Table 14: Proforma Relocation Cost Estimate * 44

INTRODUCTION

The existing Potrero Hill Public Housing Site, including Potrero Terrace and Annex (collectively, "Potrero") is one of San Francisco's largest public housing sites. It consists of a total of six hundred twenty (620) units. Of the six hundred twenty (620) units, six hundred six (606) are low-income public housing units, with the remaining fourteen (14) units being used for non-residential purposes. The collective 620 units are presently owned by the Housing Authority of City and County of San Francisco, a public body, corporate and politic ("SFHA" or "Authority"). Potrero is located in San Francisco's Potrero Hill neighborhood. A portion of Potrero Terrace opened in 1941, with the remaining portion opening in 1945. The Annex opened in the 1960's. Both were developed to serve low-income families in the neighborhood.

Figure 1 below provides the location of the neighborhood in relation to the City of San Francisco and other neighborhoods. Figure 2 provides Potrero's approximate location in the neighborhood.

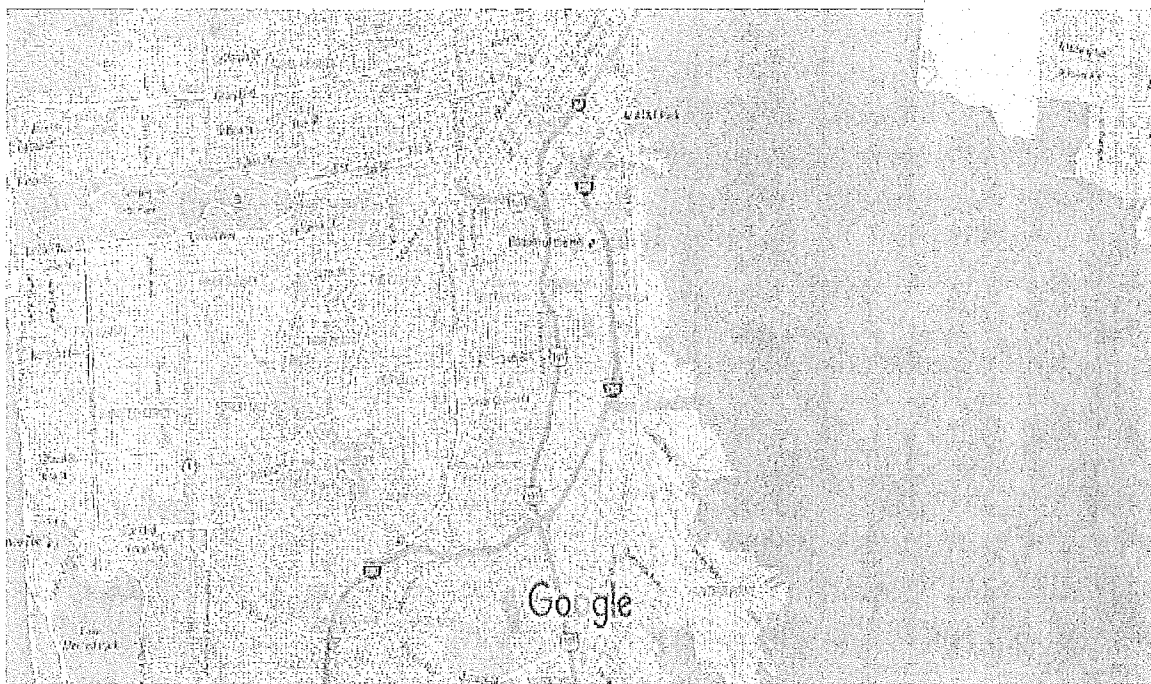


Figure 1: Area Map



Figure 2: Subject Property Location Map

Overview of the Project Requiring Relocation of Persons at Potrero

For several years, much of the public housing in the City and County of San Francisco has been undergoing a transformation through the HOPE SF Initiative of the City and County of San Francisco ("HOPE SF") and the United States Department of Housing and Urban Development ("HUD") Rental Assistance Demonstration ("RAD") Program. Potrero is part of the HOPE SF Initiative to transform physically isolated public housing complexes into vibrant, healthy neighborhoods with new housing, streets, parks and open spaces and community facilities. HOPE SF is also about investing in the residents with vital services and supports so that residents are healthier, safer, and can achieve educational and economic goals.

BRIDGE-Potrero Community Associates LLC, a California limited liability company (the "Developer") was selected in 2008 to develop the Rebuild Potrero Project (upon completion, the "Project"). The specific plans for the Project shall conform to HOPE SF principles, including replacement of the public housing units occupied by current

Households at Potrero (collectively, the "Replacement Public Housing Units," and individually, a "Replacement Public Housing Unit").

The Developer and SFHA entered into an Exclusive Negotiating Rights Agreement ("ENRA") in November 2008. The Project's Environmental Impact Report ("EIR") was approved by the San Francisco Planning Commission on December 10, 2015. The Project contemplated in the ENRA and the EIR includes a new mixed-income development consisting of:

- The ENRA contemplated one thousand two hundred eighty-one (1,281) replacement units. The EIR was approved to develop up to one thousand seven hundred (1,700) units. The Developer's plan contemplates 1,600-1,700 new residential units, including six hundred six (606) Replacement Public Housing Units, as well as low-income housing tax credit ("LIHTC") Units, and market rate housing units
- Approximately 15,000 square feet of commercial space
- Approximately 25,000-35,000 square feet of community space
- Approximately 3.5 acres of parks and open space
- A newly configured street grid with new utility infrastructure

The Project is comprised of five (5) primary phases (each, a "Phase") of construction of Replacement Public Housing Units and other housing units as described above. There are five total Phases of relocation within Phases 2, 3, 4, 5A, and 5 B/C. Phase 5 of the Project is divided into two sub-phases to achieve smaller groups of households to be relocated and quicker delivery of replacement and other new housing units.

During the construction of the applicable Phase of the Project, the Households shall be relocated from their current units to other on- and off-site housing units (collectively the "Relocation Housing Units," and individually, a "Relocation Housing Unit"). The estimated duration of the reconstruction of Potrero is from 2018-2028.

The Developer shall commence with the development of a seventy (70) to seventy-two (72) unit property on a site known as Block X (herein, "Block X"), which shall be a combination of Replacement Public Housing Units and LIHTC units on a presently underutilized parcel containing no residential units. Block X is also referred to as Phase I of the Project.

The Project shall require the relocation of approximately five hundred eighty-two (582) Households and two (2) non-profit community based organizations.

Households shall have numerous protections throughout the development process. Households shall have rights to federal and state relocation assistance in accordance with federal and state relocation assistance laws. Households, who remain in Good Standing, meaning those Households that have not been evicted, or have not been served with a summons and complaint, have the right to return to a revitalized housing unit. These rights come from the City and County of San Francisco's Right to Return to Revitalized Public Housing Ordinance (Chapter 39 of the San Francisco Administrative Code) (the "Ordinance"), and the Authority's Resident Right to Return Policy for HOPE SF Revitalization Sites, adopted by Resolution 5390 on February 26, 2009 (the "Authority Resolution"). These protections are not extended to non-residential occupants.

In accordance with applicable relocation assistance laws to this Project (the 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended "Part 24" – "URA") and California Government Code Title 1, Chapter 16, Section 7260-7277 – State of California Relocation Assistance Law (the "CRAL"), a household who is lawfully evicted will not be eligible to receive relocation assistance or would forfeit those relocation rights they have been made eligible for. NOTE: Throughout this Plan where a Household's "Good Standing" and "Right to Return" are described, the Plan is referring to the Household's rights additional rights under the Ordinance and the Authority Resolution, not the URA or CRAL. The URA and CRAL provide for the rights to relocation assistance. The Ordinance and the Authority Resolution, while acknowledging the rights to relocation assistance, also provide for the Household's Right to Return (right to be rehoused) to a revitalized unit.

Upon completion of the new units, each eligible Household shall be moved to a newly constructed unit that meets the needs of such Household within the Project. Some Households will have the opportunity to voluntarily and permanently move to affordable units in other neighborhoods. Under the Ordinance and the Authority Resolution, Households that move into the off-site units shall be provided a revitalized housing unit, and such Households' Right to Return shall be met. Current non-residential occupants shall also be required to relocate, and in some cases, will be able to take occupancy in a new space at the Project.

Non-residential occupants required to relocate shall be protected under federal and state relocation assistance law and guidelines.

Other than Block X, SFHA shall continue to own the land where all affordable units are located, including on-site Replacement Public Housing Units. SFHA shall execute long-term ground leases with limited partnerships in which affiliates of the Developer are general partners. The new housing shall be owned and managed by such entities which were established for such purposes.

To accomplish the revitalization and transformation of Potrero, several steps are required:

1. Preparation of this Relocation Plan (this "Plan") to address the overall relocation of the Households and non-residential occupants and preparation of subsequent Phase-specific relocation plans;
2. Release of this Plan for a period of thirty (30) calendar days for public review and written comment;
3. Evaluation of written comments and revision of this Plan accordingly;
4. Approval of this Plan by the Authority's Board of Commissioners (the "Board") and HUD;
5. Execution of a Development Agreement between the City and the Developer (which remains subject to further board approval);
6. Execution of a Master Development Agreement between the Authority and the Developer.
7. Approval of the disposition and demolition application(s) by HUD;
8. Approval of the ground lease between the Authority and the Developer for each of the sites for the affordable and replacement housing (which remains subject to further board approval);
9. Application, award and closing on all remaining financing for each Phase the Project;
10. Relocation of Households and non-residential occupants in accordance with this Plan; and
11. Development of Replacement Public Housing Units to serve the needs of the Households, site improvements, community space, and other residential units and non-residential spaces.

The Developer has engaged residents and neighbors in the design of the Project, including the new streets and infrastructure, the Replacement Public Housing Units and other new affordable and market rate units, as well as the preparation of this Plan. The Developer shall continue to engage residents in preparation of subsequent plans that shall be required for the Project, such as property management plans, services plans, and Phase-specific relocation plans.

Proposed Project Funding Sources

The Developer shall consider all potential sources of capital to finance the Project. The Developer anticipates pursuing 4% and 9% low-income housing tax credits, tax-exempt bonds, funds from the Federal Home Loan Bank, and other equity and debt sources to finance the Project and the construction of the affordable housing units and other site improvements. The Project is expected to be or already has been assisted by federal, state and local funding as described below.

Federal:

- HUD Choice Neighborhoods Initiatives Planning ("CNI") grant
- Potential HOME Investment Partnerships Program ("HOME") and Community Development Block Grant ("CDBG") funds
- Potential Rental assistance from HUD's Rental Assistance Demonstration ("RAD") and/or project-based Section 8 programs.
- Other federal funding programs that would be applicable

State:

- State of California Department of Housing and Community Development ("HCD") Affordable Housing and Sustainable Communities Program ("AHSC")
- Other State funding programs that would be applicable

Local:

- City and County of San Francisco funds from HOPE SF, Proposition A, Inclusionary Housing Program, Jobs/Housing Linkage Program, hotel taxes, and other local housing funding programs.
- City and County of San Francisco department funds for infrastructure, including, without limitation, Public Works and the San Francisco Public Utilities Commission.

Scope of this Plan

Public agency participation (local, state, and/or federal) and the sources of project financing are critical in determining the rules and regulations to be followed in the relocation process and establishing the rights and assistance required to be provided to those persons impacted. The Project is subject to federal, state and local relocation laws and regulations.

This Plan describes the roles and responsibilities of the Developer and SFHA. This Plan outlines the relocation rights and benefits that SFHA is obligated to provide to the persons impacted by the Project including the Households and non-residential occupants. This Plan also describes the relocation process and mitigation measures required to ensure that existing residents of Potrero are provided the relocation assistance that reasonably meets the needs of such residents. This Plan is limited to this scope, which is consistent with the guidance of both federal and state relocation guidelines.

Beyond being a legal requirement, a relocation plan is a communication and management tool for the stakeholders involved in the relocation process. Identified stakeholders include the residential and non-residential occupants of Potrero, SFHA, City and County of San Francisco Mayor's Office of Housing and Community Development, HOPE SF, community-based service organizations, housing counseling organizations and other interested parties.

This Plan is **ONLY** intended to address issues related to residential and non-residential relocation and provide the stakeholders with the following information and guidance:

1. Description of the project that is requiring the relocation of the residential and non-residential occupants, including its location, and financing;
2. Description and analysis of the laws, statutes and regulations governing the relocation of the Households and non-residential occupants at Potrero, including the requirements for a relocation plan;
3. Aggregate details regarding the persons impacted by the Project who shall be permanently relocated;
4. Description of the re-housing plan including the replacement housing resources available to re-house the residents;

5. Relocation program to be provided, including the rights of the Households at Potrero, required notifications, benefits, and other services they are eligible to receive, and criteria for eligibility for assistance;
6. Responsibilities of the Developer and SFHA in the implementation of this Plan;
7. Process to develop, approve and update this Plan;
8. Process for any appeals of the relocation benefits and services provided;
9. Preliminary schedule of relocation activities and a cost estimate for relocation assistance.

Overview of Relocation Planning and Implementation

Overland, Pacific & Cutler, Inc., a California corporation ("OPC"), a public real estate services consulting firm specializing in relocation planning and implementation services, was hired by the Developer to prepare this Plan on behalf of the Authority. This Plan serves as the master relocation plan for the Project.

OPC may be retained to implement this Plan and develop Phase-specific relocation plans. OPC and the Shanti Project ("Shanti") conducted interviews of Households to gather information required for future relocation planning purposes. Shanti shall provide vital long-term case management services to the Households. Shanti shall assist them obtain needed social services. To date 80% of all households have completed the interview process.

The draft version of this Plan was made available to Households and other interested parties for a period of thirty (30) calendar days. Each Household was notified in writing where and how they can review the draft Plan, with directions to provide written comments directly to OPC for analysis and inclusion in the final version of this Plan. Each Household shall also receive a summary of this Plan for their use.

Appendix A of this Plan provides definitions of many of the technical and regulatory relocation terms found in this Plan.

RELOCATION PLAN

A. REGULATORY FRAMEWORK AND REQUIREMENT ANALYSIS

The laws, regulations and statutes that may become applicable to the relocation of the Households at Potrero are listed below.

- Section 18 of the United States Housing Act of 1937, and the implementing regulations at 24 CFR Part 970 (collectively, "Section 18");
- The "URA" and its implementing regulations set forth at 49 CFR Part 24;
- Section 104(d) of the Housing and Community Development Act ("Section 104(d)") should HOME or CDBG funds be utilized;
- HUD Handbook 1378 - HUD's implementing guidelines of the URA;
- If applicable, RAD relocation guidelines;
- California Government Code Title 1, Chapter 16, Section 7260-7277 – State of California Relocation Assistance Law (the "CRAL");
- California Code of Regulations Title 25, Division 1, Chapter 6 - State of California Relocation Assistance and Real Property Acquisition Guidelines (the "Guidelines");
- San Francisco Ordinance No. 227-12 - Right to Return to Revitalized Public Housing ("Ordinance");
- Resolution No 5390 - Resident Right to Return Policy for HOPE SF Revitalization Sites, adopted by the Board on February 26, 2009 (the "Policy").

The primary relocation regulations that guide this Plan and the relocation process are the URA, the CRAL and the Guidelines. SFHA shall have the responsibility of making the final determination regarding the applicable laws, regulations and statutes applicable to the Project. Should HOME or CDBG funds be utilized, Section 104(d) shall also become applicable.

Disposition of public housing projects is subject to the provisions of Section 18, and is not subject to the URA.

However, the Project has used, and expects to utilize, additional funds in the future, which trigger the URA and Section 104(d) requirements. Pursuant to both the federal and state laws, relocation planning is required to minimize displacement of residents at Potrero.

SFHA as the Displacing Agency is a local public agency in the State of California making the Project subject to the CRAL and the Guidelines. Public housing residents impacted by projects such as this are also protected under the Ordinance.

The regulatory requirement for the preparation of a relocation plan, thirty (30) calendar days' review and comment period, approval, and adoption of the plan by the appropriate local legislative body is required by the CRAL and the Guidelines.

It has been determined that the Board is the appropriate legislative body to approve this Plan, because it makes all legislative and policy decisions for the Authority, including those necessary and required for the disposition and demolition of the Project.

These regulations require that eligible persons relocated by a publicly-assisted project receive the following services and benefits, which are explained in detail throughout this Plan:

1. Required advanced notice of the relocation.
2. Written information statement describing their rights to relocation benefits and services for which they are eligible.
3. Placement in a Relocation Housing Unit that adequately meets their needs and is decent, safe and sanitary, and transfer to a permanent housing unit post reconstruction that is decent, safe and sanitary and meets the needs of the Household.
4. Assistance with moving to both the Relocation Housing Unit and the Replacement Public Housing Unit, including relocation of personal property and transfer of any utility accounts owned by the Household.
5. Right to appeal decisions made within the relocation program that affect them.

Appendix B of this Plan provides a side by side comparison of the URA, Section 18, California law, and RAD. Section 104(d) is a potentially important regulation for the Project and provides additional protections for Households to be relocated, including the ability to provide persons who are not lawfully present in the United States relocation assistance with federal funds, and the increased number of months used to calculate potential replacement housing payments. Section 104(d) is not analyzed in Appendix B as it does not provide a comprehensive relocation regulation such as what is described under the URA, Section 18, California law, and RAD.

B. PROGRAM ASSURANCES AND STANDARDS

Adequate funds shall be made available for the relocation of all Households within the budget of the Project.

Relocation assistance services shall be provided to ensure that relocation does not result in different, or separate treatment of Households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and the Unruh Act, as well as any otherwise arbitrary or unlawful discrimination. Relocation notices shall be provided in the primary language of each Household.

All eligible Households and non-residential occupants shall be provided relocation assistance and benefits under the URA and Section 104(d), where applicable. Where the Guidelines or the CRAL provide a higher level of benefit, the Households and/or non-residential occupants shall receive the greater benefits under the Guidelines or the CRAL.

The Ordinance and the Authority Resolution protect residents who are lawfully occupying the unit as documented on the lease of the Household with SFHA. All Households shall be protected under Section 39.2 of the Ordinance, and the Authority Resolution which expressly provide public housing households with a right to a revitalized housing unit after temporary relocation or displacement as a result of a public housing development project, so long as the household is not in the eviction process, having duly and properly been served with a summons and complaint by the SFHA, or has not been evicted from a unit that is managed by the SFHA. Furthermore, the Ordinance requires that relocation assistance be provided under the URA to eligible households. Persons not documented on the lease are not considered lawfully occupying the unit and not protected under the Ordinance.

The opportunity for review and to provide written comments to this Plan by the residents and other interested stakeholders for a period of no less than thirty (30) calendar days is required before any relocation may occur.

Each Household eligible for relocation assistance lawfully occupying a unit at Potrero as of the date of the initiation of negotiations ("ION" must be provided a Notice of Eligibility

("NOE") for relocation assistance prior to, or concurrently with, a 90-Day Notice. If a Household is deemed ineligible for relocation assistance, they must be informed in writing of the reasons why such Household is not eligible to receive relocation assistance and the procedures to appeal this decision.

Any Household or non-residential occupant who disagrees with the determination of eligibility or ineligibility for relocation assistance, or the type and amount of relocation assistance that is being offered, is afforded the right to appeal the decision to the Developer or SFHA, and if necessary have such appeal heard by the appropriate appellate body, which is the City and County of San Francisco Rent Stabilization & Arbitration Board (the "Rent Stabilization Board"), which has authority to provide a final recommendation to the Board.

C. RELOCATION PLANNING AND NEEDS ASSESSMENT METHODOLOGY

Early Resident Outreach

A relocation committee was not established for the Project. A series of informational community meetings in which all Households and non-residential occupants at Potrero were invited were held in February, March and April of 2016. During these sessions, the construction schedule and phasing was presented and the residents' Right to Return under the Ordinance and other applicable rules were described. Information was provided about the relocation counseling and benefits that Households are entitled to and residents were encouraged to schedule appointments for individual interviews of Households. These meeting were conducted in English, Spanish and Cantonese.

Additionally, focus group sessions were held with seniors, English, Chinese and Spanish speaking Households. These sessions were held in March and April 2016. The focus groups were intended to discuss the current details of the Project in smaller groups and address issues of particular concern to those residents.

At these meetings, resident input on the overall relocation planning process was solicited. The calendar for these meetings, the frequently asked questions provided, the Right-to-Return and Good Standing Requirements handout, and hand out of an overview of the relocation process were provided. These materials were provided to meeting participants in English, Spanish, and Chinese, and are included in Appendix C. The questions, comments and concerns raised at these meetings were documented by the Developer and OPC, and shall be used to develop a list of policy questions for

SFHA and the Developer to consider. Documentation of these meetings is provided in Appendix D.

Analysis of Existing Data

Utilizing existing household data, OPC was able to ascertain household information such as the number of households, the ages of members of the households, and special needs. This data has been used to describe the impacted residential population found later in this Plan. As this data is now more than two (2) years old, it shall require updating through the resident interview process as described below.

Resident Interview Process

An important process in relocation planning is collecting primary information from the impacted households. This typically occurs by conducting an interview with the household in their home or elsewhere at the project. Through these meetings, household composition, special needs, and specific concerns regarding relocation are gained, which shall be used by the relocation team to better plan for the Household's relocation needs on an individual basis.

OPC and Shanti staff (the "Interview Team") shall be responsible for conducting interviews with all Households impacted. The Interview Team started an interview sign-up and outreach process by actively engaging residents at the community meetings described above. The Interview Team was visible and available to schedule residents for interview appointments.

Each Household interview is expected to take approximately one (1) hour to complete. The Interview Team includes Spanish and Cantonese speaking personnel. Interviews shall be conducted in other languages as identified and needed.

Interview Team goal conducted interviews between April and August of 2016. OPC mailed an interview request letter to all addresses of Households at Potrero in April of 2016 requesting the current Household to contact the Interview Team to schedule an interview. The Interview Team shall use multiple methods to make contact with residents, including phone calls and door-to-door outreach to attempt to make contact with the Household and conduct the interview. The relocation team shall document the interview in the relocation file of such Household, which shall be maintained by the relocation team. Interview process documents including an explanation of its purpose and the interview questionnaire are provided in Appendix C of this Plan. Approximately

80% of households completed the interview. On-going efforts will be made to interview all households.

Plan Preparation, Approval and Updates

In accordance with the Guidelines, this Plan shall be made available to the residents of the Project and other interested parties for a thirty (30) calendar day review and comment period prior to requesting approval of the Board and adoption of this Plan. Section O of this Plan describes the review and comment period in more detail. Adoption of this Plan is required before any notice to vacate can be served. No Household shall be served a 90-Day Notice to Vacate without being provided a relocation assistance eligibility letter (aka an "NOE") and at least one decent, safe and sanitary housing unit that meets the needs of the Household is made available to such Household.

This Plan shall be periodically reviewed for consistency with the goals and process of the Project as changes occur. Updates shall be made to this Plan if major substantive changes occur in the Project, such as, without limitation, enhanced levels of resident information, housing resource alternatives identification, elimination of a phased approach to the relocation, and/or regulatory changes that impact relocation requirements.

In accordance with the Guidelines, should implementation of this Plan not occur within twelve (12) months of approval of this Plan, this Plan must be updated. If substantial changes are made to this Plan once it is approved, it may be necessary to recirculate this Plan for public comment and re-submit this Plan to the Board for approval.

D. GENERAL DEMOGRAPHICS AND OCCUPANT DATA & DESCRIPTIONS

General Demographics and Housing Characteristics

According to the 2010 U.S. Census, the population of the City of San Francisco is 805,235, and the population of census tract where Potrero is located (614) is 5,395 (see **Table 1**). Corresponding U.S. Census data concerning the housing mix is shown in **Table 2**.

Table 1: 2010 Census Population – City of San Francisco & Census Tract

Population	Tract 614	%	City	%
Total Population	5,395	100.0%	805,235	100.0%
White	2,844	52.7%	390,387	48.5%
Black or African American	924	17.1%	48,870	6.1%
American Indian or Alaska Native	34	0.6%	4,024	0.5%
Asian	730	13.5%	267,915	33.3%
Native Hawaiian or Other Pacific Islander	132	2.4%	3,359	0.4%
Some Other Race	421	7.8%	53,021	6.6%
Two or More Races	310	5.7%	37,659	4.7%
Hispanic or Latino (of Any Race)	912	16.9%	121,774	15.1%

Source: U.S. Census Bureau, QT-PL. Race, Hispanic or Latino, and Age: 2010

Table 2: 2010 Census Housing Units – City of San Francisco & Census Tract

Type	Tract 614	%	City	%
Total Occupied Units	2,552	100.0%	376,942	100%
Owner-Occupied	1,047	44.5%	123,646	35.8%
Renter-Occupied	1,307	55.5%	222,165	64.2%
Vacant Housing Units	198	7.8%	31,131	8.3%
Available for Sale Only (of Total Vacant Units)	14	7.1%	2,984	9.6%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	72	36.4%	12,832	41.2%
Sold or Rented – Not Occupied	3	1.5%	1,538	4.9%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	11	5.6%	5,569	17.9%
Other Vacant	98	49.5%	8,208	26.4%

Source: U.S. Census Bureau, QT-H1. General Housing Characteristics: 2010

Potrero Household Demographic and Housing Characteristics

OPC was able to obtain limited advanced demographic information pertaining to the current Households at Potrero. This section provides data related to the age, race/ethnicity, and languages spoken of approximately five hundred twenty-nine (529) of the five hundred eighty-two (582) heads of Household at Potrero. The data found in these tables shall be updated for the entire Household composition once the relocation interview process is complete.

The data provided in Tables 3-7 below represents the best available data at this time. The data shall be updated once the interview process described in Section B is completed.

Table 3: Data Analysis Results - Population

Data Point	Number of or %
Number of Households	589
Number of Persons	Total TBD
Average # of Persons Per Household	TBD
% Female	TBD
% Male	TBD

Table 4: Needs Assessment Survey Results - Age Distribution Heads of Household

Age Cohorts (years)	Number of Residents	% of Residents
5 and Under	N/A	N/A
6-17	N/A	N/A
18-26	74	14%
27-64	416	78%
65+	39	8%

Table 5: Needs Assessment Survey Results – Race Distribution of Households

Race	% of Households
Black/African American	TBD
Hispanic or Latino/a	TBD
Pacific Islander	TBD
Asian	TBD
White	TBD
Other Races	TBD

Table 6: Needs Assessment Survey Results – Primary Language Spoken at Home

Languages Spoken	# of Households
English	382
Spanish	122
Chinese	17
Vietnamese	8
Other Languages	0

Table 7: Needs Assessment Survey Results – Disabilities/Other Medical Conditions

Mobility Impaired Persons	TBD
Sight Impaired Persons	TBD
Hearing Impaired Persons	TBD
Persons w/ Other Medical Conditions to Be Considered	TBD

Existing Low Income Public Housing Units

Table 8 below shows the unit mix of the existing units at Potrero that are planned to be demolished. There are approximately five hundred eighty-two (582) occupied units, which shall be replaced by the Project.

Table 8: Units Existing to Be Demolished

Potrero Units	
BR Size	# of Units
1 BR	40
2 BR	433
3 BR	110
4 BR	18
5 BR	5
Non-Residential	14
Sub-Total	620

Description of Non-residential Occupants

There are approximately 2 (two) non-residential occupants that utilize space at Potrero, and such non-residential occupants shall also be relocated. The non-residential occupants are primarily comprised of community-based, nonprofit public benefit corporations. These organizations provide a wide range of services for the Households at Potrero, including health education and counseling, recreation services, after school programs, and youth employment services. At a future date, OPC is expected to meet with the non-residential occupants to assess the relocation needs of such entities. Primary needs are assumed to be adequate space to continue operations, advertisement of the new location, and moving assistance to relocate office furnishings and other fixtures and equipment related to the services provided by the organizations. There are no other businesses impacted by the Project.

E. RELOCATION ASSISTANCE ELIGIBILITY

Relocation Eligibility Under 24 CFR Part 970 and the URA

Part 970.5 (h) determines that it is the responsibility of SFHA to comply with the URA and to ensure compliance with the URA (not withstanding any third party contractual agreements). The Developer is providing relocation assistance to the residents on behalf of the Authority. However, the Authority is still responsible for meeting its obligations as the Displacing Agency.

As applied to this project, 970.5 (i) defines a relocated person as any person (household, business or non-profit organization) that moves from Potrero as a direct result of the demolition. Notwithstanding that definition, in accordance with 970.5 (i) (2) (v) (B) (3) a person does not qualify as a relocated person if they have been:

- Evicted for serious or repeated violation of the terms and conditions of their lease, violation of applicable federal, state or local law or other good cause, and SFHA determines that eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- The person moved into the property after submission of the application for demolition or disposition and the person was informed of the impact the Project could have on them in writing (also referred to as a move-in notice); or
- The person is otherwise ineligible for relocation assistance under the URA as described in in Section 24.2(9) (ii) of the URA.

For the purposes of this Plan, the ION date for the intent of establishing the earliest date a household may be eligible for relocation assistance shall be March 12, 2013, which is the date that the HUD CNI Planning Grant Agreement was entered into. This date is used to establish the ION for determining relocation assistance eligibility. Households who were lawful tenants on this date shall be eligible to receive relocation assistance, so long as they are in Good Standing, did not sign a move in notice, and do not vacate the property prior to receiving a NOE from the relocation team.

SFHA issued a General Information Notice (the "GIN") to all Households in 2008 and elected to re-issue the notice to all current Households in April 2016. This notice re-advises the Household not to move until they receive further notice. This notice was served to the residents due to the length of time since the original notice was served and to ensure that persons who moved in after the original GIN was served were

properly advised of their relocation rights.

Any Household or person who vacates after receiving this notice and prior to receiving an NOE or notice of ineligibility shall not be eligible to receive relocation assistance. After HUD approves the demolition and disposition of Potrero, the NOEs may be issued. The NOE shall be issued to each Household at least ninety (90) calendar days prior to the date that the Household must vacate before demolition of the unit.

Eligibility for a Revitalized Housing Unit Under the Ordinance

Under Section 39.2 of Chapter 39 of the San Francisco Administrative Code, public housing households have a right to a revitalized housing unit and relocation assistance after a displacement, so long as the household is in Good Standing. Figure 3 below provides a graphical representation of "Good Standing and Right to Return".

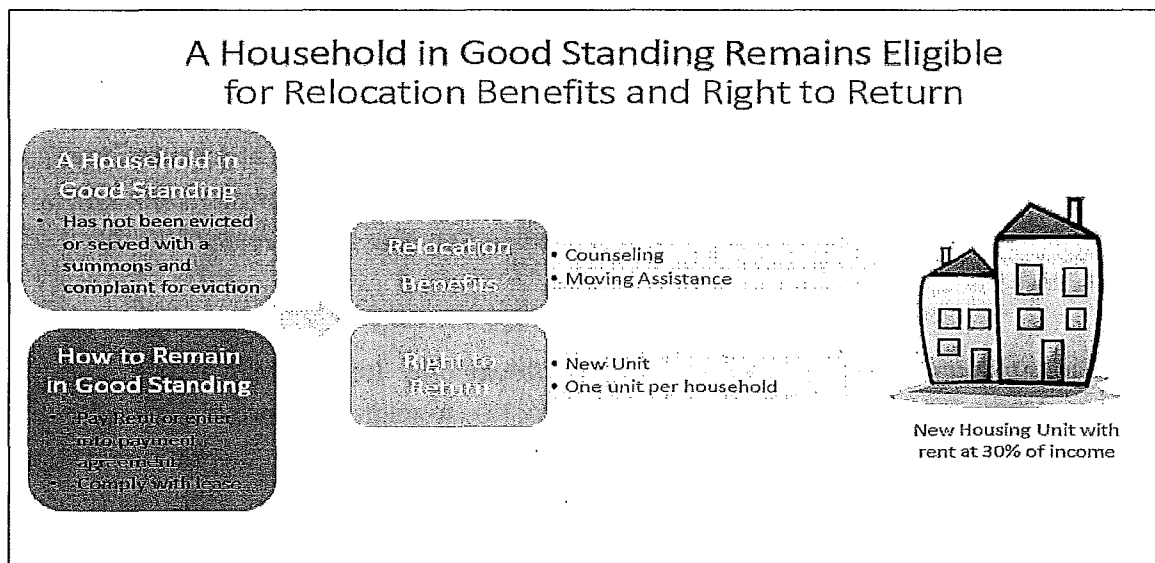


Figure 3: Right to Return Graphic

The Ordinance treats all lawful tenants residing within a unit as a household, and such household shall be eligible to return to a single revitalized housing unit and not separate replacement housing units. The Ordinance does not provide the right to return to a revitalized housing unit or relocation assistance to prior tenants who have already vacated Potrero.

Under Section 39.4 of the Ordinance, all current Households, whose tenancy at Potrero was not lawfully terminated prior to, or after, the date of first notice for eligibility for

relocation assistance (the "Initiation Date"), shall have a right to, and the highest priority for, a Replacement Public Housing Unit at the Project.

In addition to the Ordinance, the Authority adopted a policy on February 26, 2009, known as the Resident Right to Return Policy for HOPE SF Revitalization Sites, which is applicable to revitalization sites like Potrero. Like the Ordinance, the Policy provides that Households in Good Standing have a right to return to a revitalized housing unit.

The intent of the rehousing strategy is to provide the opportunity to any Household relocated from their original unit that is in Good Standing with SFHA to move into one of the new units at the Project for which such Household meets the occupancy standards.

Under the Ordinance, there is no consideration to provide priority for additional units for Households who have members who want to move separately from each other or to accommodate persons not on the lease. Such a consideration would provide persons in those situations with an unreasonable and excessive housing benefit. This violates SFHA policy and is not required by either Section 39.3 of the Ordinance or the Policy. Persons not on the lease who wish to be considered a lawful tenant in a Household that is eligible for a Replacement Public Housing Unit under the Ordinance must work with SFHA property management to apply to be added to the lease under SFHA's "Add Lease" program.

Current Households in Good Standing have the priority for the Replacement Public Housing Units. Per Section 39.2(4) of the Ordinance, households cannot be required to go through additional eligibility or re-screening requirements to be considered for occupancy at one of the new units. While the Household may be required to be income certified for the LIHTC program or other programs in order to be eligible for the rental subsidy provided by these programs, such income certification cannot be used to deny housing. The Developer shall work with Households who are over-income for the LIHTC program to ensure that they move to an adequate Replacement Dwelling.

Relocation Eligibility Under RAD

The Replacement Public Housing Units may receive RAD rental assistance. RAD is a source of federal participation that requires relocation to be in accordance with the URA. Under the RAD program, a Household is eligible to receive permanent relocation assistance if they are relocated by a demolition project such as Potrero. The Household becomes eligible for relocation assistance once HUD issues a RAD Conversion

Commitment ("RCC"). No RCC has been issued by HUD for the Project, and thus no Households are presently eligible for relocation assistance under the RAD program.

Should the Project be assisted by the RAD program, each Household shall receive a RAD Notice of Relocation after the RCC is issued. Such notice shall explain the relocation rights of Households under the RAD program, including the requirement that permanent relocation be in accordance with the URA and Section 104(d), the right to move to a Replacement Public Housing Unit or to receive permanent relocation assistance to move to other housing, and other benefits under the RAD program. The RAD Notice of Relocation shall be in addition to other notices required under the URA, the CRAL, Section 104(d), the Ordinance and the Policy.

Non-residential Relocation Eligibility

Non-residential occupants shall be eligible for relocation assistance due to the demolition of the spaces they utilize and occupy. In order to be eligible, the non-residential occupants must also be in good standing with the terms of the license agreement or lease of such entity with SFHA. If a non-residential occupant is relocated to space within the Project, it shall only be provided assistance with the move of personal property. Where new space is not available or taken, the Developer shall work with the non-residential occupant to locate a replacement space elsewhere. Eligible non-residential occupants shall receive full relocation assistance per the requirements of the URA and CRAL.

Ineligibility for Relocation Assistance

Any Household or non-residential occupant that has been evicted for cause, that voluntarily moves from the Project after receiving the GIN, or is not in lawful occupation of its unit, shall not be eligible to receive relocation assistance.

F. REPLACEMENT HOUSING NEEDS & RESOURCES

Replacement Housing Needs

The existing housing units at Potrero shall be replaced by the Project. All current Households in Good Standing shall be offered a Replacement Public Housing Unit within the Project. Most of the Replacement Public Housing Units shall be constructed within existing property lines of Potrero. However, a portion of the Replacement Public Housing Units may be located outside of the existing property lines of Potrero, including

in the immediate area or in other neighborhoods within the jurisdiction of the City and County of San Francisco.

Replacement Housing and Re-housing Plan

All Households are expected to be relocated from their current or "original" units in order for the new units and infrastructure to be constructed. All of the relocation of existing Households, demolition of existing units and infrastructure, construction of the new housing and move in of Households in Good Standing into new housing units shall occur in phases. Not all six hundred six (606) Households shall move during the same period of time. All Households shall be required to vacate their original units to accommodate the demolition and construction process prior to the demolition and construction of the Phase applicable to their unit. The development is anticipated to occur in five (5) Phases between 2018 and 2025. The construction of units is expected to last longer than twelve (12) months per Phase. The primary replacement dwelling resource shall be the units to be built by the Developer.

This Plan intends to move as many Households from their original units to vacant units at Potrero, if possible. In essence, the Households that are able to be relocated on-site during the construction period shall be transferred to another vacant public housing unit at the existing Potrero site. Although the Household shall be transferred from their original unit for a period longer than twelve (12) months, they shall not be relocated from the existing Potrero site for longer than twelve (12) months, and thus are not permanently relocated for purposes of applicable law. Upon completion of construction of a new unit at the Project that meets the needs of the Household, each Household in Good Standing shall be afforded the opportunity to move into a Replacement Public Housing Unit. This concept shall require concurrence from HUD relocation staff.

Some Households may be offered the opportunity to move voluntarily and permanently to a new, subsidized housing unit in other neighborhoods outside of Potrero. Under the Ordinance and the Policy, Households that move into these off-site units shall be provided a revitalized housing unit and the Households' Right to Return would be met as well as relocation assistance requirements. The Developer, SFHA and the Mayor's Office of Housing and Community Development of the City and County of San Francisco ("MOHCD") are working together to identify potential off-site housing within existing properties and the affordable housing development pipeline.

The intention of SFHA and the Developer' is to allow as many Households as possible to continue residing at the existing Potrero site during the construction period by moving Households to vacant on-site units and then to a new unit, or directly to a new unit. There may be an opportunity for some Households to voluntarily elect to permanently relocate to other housing in other neighborhoods. Such Households would not return to a new unit at the Project. A relocation of this nature would be considered a voluntary permanent relocation, rather than a temporary relocation. Such Household's right to return to a revitalized housing unit would be met by their permanent occupancy in their new unit, and all relocation obligations and requirements would be met by assisting such Household to secure the new unit, and ensuring that all actual, reasonable and necessary costs for their move are either reimbursed to such Household or directly paid for by the Developer.

In accordance with the URA, the CRAL, and the Guidelines, in cases where a Household is temporarily relocated from Potrero for a period longer than twelve (12) months, the Household shall be made aware of its right and eligibility for permanent relocation assistance benefits. Such benefits include assistance to secure and relocate to a comparable, permanent Replacement Dwelling. If any such cases occur, eligible Households shall be afforded the option to extend their temporary relocation in their off-site temporary housing unit for the period necessary to complete construction of a new unit at the Project that meets the needs of such Household. Such Households shall be asked to sign a legally-binding agreement with the Developer acknowledging their agreement to this arrangement and their understanding that permanent relocation assistance benefits are being waived. The Developer would prefer to make this type of arrangement with such Households so that they may return to the Project and enjoy the revitalized community. This arrangement also works to meet the spirit of federal and state relocation laws, which is to minimize permanent relocation and displacement.

In accordance with RAD relocation regulations, which may become applicable to the Project, in cases where a Household's unit is demolished, it is required that the Household be offered the choice between relocation assistance to move to a permanent Replacement Dwelling of their choice or be provided with temporary housing assistance and then return to a new unit when a unit is available for them. Should the Project become subject to RAD relocation requirements, all Households shall receive a RAD Notice of Relocation.

During the interview process, Households shall be asked if they have any needs that would require them to be relocated from Potrero during construction. Households shall also be asked if they have an interest in relocating to a permanent Replacement Dwelling away from Potrero.

Households in Good Standing that have medical or other special needs that need to be accommodated during construction, who wish to return to the Project after completion of construction, shall be moved to off-site housing that meets the needs of such Households for the duration of the construction period. The Household shall not incur any increased out-of-pocket costs related to the temporary housing off-site. All increased housing costs shall be borne by the Developer. NOTE: the household will be required to continue to pay their portion of the rent for their previously occupied unit at Potero during the relocation period. Upon completion of each phase of new construction, households will be moved to a Replacement Public Housing Units that meets their needs.

The relocation team shall work with those Households who have an interest in permanently relocating to another Replacement Dwelling. It is not known at this time if SFHA will receive portable Section 8 housing choice vouchers ("HCV") or Tenant Protection Vouchers ("TPV"), each of which may be offered to Households desiring to relocate away from Potrero.

Where possible, Households shall be directly relocated to a newly constructed unit versus relocating them temporarily to other on- or off-site units and then moving them to a newly constructed unit.

Replacement Housing to Be Developed

Table 9 below provides the anticipated mix of new housing units to be developed inclusive of the Replacement Public Housing Units.

Table 9: Total New Housing Units to Be Developed

Unit Size	# Proposed in Phase I	# Proposed Overall	Typical Size in Square Feet
Studio	0	TBD	TBD
1 BR	9	TBD	TBD
2 BR	52	TBD	TBD
3 BR	9	TBD	TBD
4 BR	0	TBD	TBD
5 BR	0	TBD	TBD
TOTAL	70 +/-	1,600 +/-	

Housing Survey

At the time the first Phase of Households are scheduled to move, there shall be an approximately twenty-four (24) vacant units to be available at Potrero for on-site Relocation Housing Units. However, additional resources may be needed to accommodate Households during the relocation and construction period.

To assess the current availability of potential off-site Relocation Housing Units, OPC conducted a preliminary housing survey of units currently available in the City of San Francisco on April 25, 2016. These units could be a resource for off-site temporary housing or permanent off-site replacement housing units. The following Table 10 provides the results of this survey.

Note that the relocation team shall conduct more in-depth replacement housing searches based on residents' needs and requests prior to relocations as needed.

Table 10: Replacement Housing Survey Results

Unit Size	# Located	# Confirmed Accepting Section 8	Rental Range
1	37	3	\$1,500- \$5,530
2	44	1	\$2,000- \$7,995
3	22	2	\$2,199- \$8,192
4	11	0	\$5,200- \$15,000

G. CONCURRENT RESIDENTIAL RELOCATION

The citywide RAD relocation conversion for the City and County of San Francisco is not expected to adversely impact the Developer's ability to relocate Households off-site when needed. The mixed-finance public/private housing projects funded in part by HOPE SF underway at Alice Griffith and Hunters View, and in the planning stages for the Sunnydale-Velasco project, are also not expected to adversely impact Potrero. The Developer and the relocation team shall monitor these projects to determine if they may impact the availability of off-site temporary housing for the Households.

H. RELOCATION ASSISTANCE PROGRAM**Relocation Staff Availability and Responsibilities**

A relocation team shall be available to assist any Household with questions about relocation and/or assistance in relocating. The relocation team shall provide all Households with the location and hours of operation of the relocation office at a later date. Close personal contact shall be maintained with each Household. Should staff contact information change, this Plan shall be updated, and all Households shall receive a notice of the applicable changes.

Specific activities performed by relocation staff shall include:

1. Personally present and explain the Notice of Eligibility.

2. Distribute the 90-Day Notice, and where applicable, a 30-Day Notice and other reminder notices related to the date each Household must vacate their existing unit at Potrero.
3. Provide referrals to replacement housing as needed and required.
4. Provide the Households with relocation counseling services to assist them in making good decisions to plan their move.
5. Coordinate moves to the Relocation Housing Unit or the Replacement Public Housing Unit for each Household.
6. Assist with the completion and filing of any needed relocation claims, rental applications, and appeals forms, if necessary.
7. Provide housing payment assistance as required under the applicable relocation requirements.
8. Other assistance that may be appropriate to ensure that each Household receives services and benefits that are reasonably permitted and/or required under the URA and necessary to ensure that hardships and impacts are reduced as much as possible in the relocation process.
9. Document receipt of all required notices, housing referrals provided, signed claims and receipts of payments, and demonstration of advisory services and relocation assistance provided to Households in the relocation file of each Household.

Noticing

Notices may be personally served where needed or mailed with a certified return receipt. All notices and proof of service shall be maintained in the relocation case files. At a minimum, each Household and non-residential occupant shall receive the following from the relocation team.

1. A relocation assistance informational brochure or statement. This notice shall be developed at a later date and included in a future version of this Plan.
2. A RAD Notice of Relocation, if applicable. Sample provided in Appendix D.
3. Notice of Eligibility ("NOE"). The NOE shall describe the relocation assistance each Household is eligible to receive and the respective rights and responsibilities of the Household and the Developer.
4. A Memorandum of Understanding or Memorandum of Agreement (collectively, the "MOU") would be used in cases where a Household does not permanently relocate from Potrero during construction of the Project. The MOU shall serve as an agreement between the Developer and the Household to define what benefits

and assistance such Household shall receive and the obligations of both the Developer and the Household:

5. An NOE shall be used in cases where a Household relocates permanently from Potrero. These notices shall be developed by OPC at a later date once all relocation program requirements are defined based on the final funding plan for the Project (or, to the extent applicable, the Phase of the Project).
6. A notice of ineligibility. Any Household or person not eligible for relocation assistance shall receive a notice of ineligibility. The notice shall state why such Household or person is not eligible to receive relocation assistance. Note that households shall have the right to appeal such a decision in accordance with the appeals process of this Plan.
7. A 90-Day Notice prior to the required vacation date. Such notice shall be mailed to each Household via certified mail/return receipt requested and first class mail with directions to contact the relocation team to review the notice as needed. These notices may be served concurrently with the NOE or notice of ineligibility. Sample provided in Appendix D.
8. A 30-Day Notice prior to the required vacation date. Such notice shall be mailed to each Household via certified mail/return receipt requested and first class mail with directions to contact the relocation team to review the notice as needed. NOTE: A 30-Day Notice shall only be served in cases were a Household is still occupying a unit thirty (30) calendar days prior to the expiration of the 90-Day Notice. Sample provided in Appendix D.
9. A move procedures guide that explains the details of move day activities and post move out procedures. The guide shall be served as needed with the 30-Day Notice, and its procedures shall be developed by the relocation team at a later date when the final move program is defined.
10. Additional notification seven (7) calendar days prior to the vacation of the Household may be required to communicate changes to the move date, location of relocation housing, or other changes or details required. Sample provided in Appendix D.
11. Non-residential occupants shall receive the same types of notices but customized to describe the business relocation program, where applicable.

Notices shall be provided to the Household in the primary language of such Household. All notices shall inform the Household of their right to request a reasonable accommodation.

Relocation Readiness Evaluations and Preparation

The relocation team shall conduct multiple relocation readiness meetings with each Household, commencing approximately one hundred twenty (120) to one hundred fifty (150) calendar days prior to the 'expected date of relocation for such Household. Such readiness checks shall be used to verify accessibility needs in Relocation Housing Units, changes in family composition, Good Standing of the Household, needs related to decluttering, and other checks to ensure that the Household is prepared, its housing needs are adequately addressed, and the proper level of moving assistance is provided. The relocation team shall also conduct several less formal, routine check-ins with the Households.

Relocation Housing

As described earlier, it is expected that most Households shall be relocated to other vacant units at Potrero temporarily and then relocated to a newly-constructed Replacement Public Housing Unit. Some Households shall be relocated from their existing unit directly into a Replacement Public Housing Unit, whereas other Households shall be offered the opportunity to voluntarily and permanently relocate to an off-site affordable housing unit. The relocation housing arrangements for each Household shall depend on a number of factors, including the composition and needs of the Household, the vacant existing units available, the timeline for the new construction, and the availability of suitable off-site units.

Where necessary to serve the options elected by the Household, the relocation team shall provide referrals to permanent Replacement Dwellings that meet the needs of the Household.

Should it be needed, the relocation team shall provide transportation services to the Households to view potential Replacement Dwellings and meet with landlords. SFHA shall also provide residents assistance to be placed on waiting lists for chosen properties and assist them with the application process.

Moving Services and Other Vendors

The relocation team shall meet with each Household to explain the moving assistance services that shall be made available to them. The Developer expects to hire a moving contractor (or multiple contractors if needed) to provide moving services. Services shall include full packing, moving, loading, unloading, unpacking, and full replacement value insurance necessary to move the personal property of the Household to and from the

Relocation Housing Unit. Similar services shall be provided to Households being directly relocated to a Replacement Public Housing Unit.

Additional vendors may be needed for debris hauling services and other services that may be needed by senior and/or disabled Households. These needs shall be handled on a phase by phase, case by case basis. Such services are referred to as related services.

All moving and related services shall be directly paid for by the Developer.

Utility Transfer Fee Reimbursement

Any necessary utility transfer fees shall be paid directly by the Household, and the Household shall be reimbursed by the Developer. Such transfers include cable, landline telephone and internet services. Payments shall be based on actual receipts or invoices. Advance payments may be considered, if a Household demonstrates a financial hardship.

Relocation Fair

The relocation team may at a future date organize a relocation fair, where the residents can meet the relocation staff, vendors, and other parties that shall help implement this relocation plan.

Spring Cleaning

Leading up to all relocation Phases, the Developer shall make debris boxes and labor available to the residents to assist them in disposing of unwanted items as they prepare to move.

Permanent Off-Site Relocation

In certain instances, a Household may move permanently from Potrero to other housing. In these cases, such Household shall receive additional relocation benefits, other than those stated above, to the extent required by applicable law.

Fixed Payment In-lieu of Actual and Reasonable Move Costs: Should a Household move off-site to a permanent Replacement Dwelling instead of a Replacement Public Housing Unit, such Household shall have the option to receive a fixed move payment (the "FMP") based on the current number of rooms of personal property in their existing unit to conduct a self-move in lieu of having a professional mover relocate their personal

property. The current federal FMP schedule for the state of California is presented in the following Table 11. A Household that elects to receive the FMP shall not receive moving compensation for costs such as labor, boxes and other packing materials, utility transfers, or other costs related to the physical move, because the intent of the FMP is to provide funds to the Household to pay for all costs associated with the move per the URA.

Table 11: Federal Fixed Move Payment Schedule

# of Moveable Rooms	Typical Unit Size Equivalent	Payment Amount
3 Rooms	Typical 1 BR	\$1,165
4 Rooms	Typical 2 BR	\$1,375
5 Rooms	Typical 3 BR	\$1,665
6 Rooms	Typical 4 BR	\$1,925
7 Rooms	Typical 5 BR	\$2,215
Additional Rooms	i.e. outdoor storage	\$265

Permanent Replacement Housing Assistance Payment: When a Household moves into a Public Housing Replacement Unit, such Household would lease a unit with a rent at no greater than thirty percent (30%) of the income of such Household with adjustments for utility services such as electricity and gas.

Should a Household move to another Replacement Dwelling, and such Household is eligible to receive a HCV or TPV, the HCV or TPV would be expected to offset the need for a rent differential payment. However, should the Household realize an increase in out-of-pocket monthly housing cost with one of these vouchers, the Household would be eligible to receive a rent differential payment. Should a Household permanently relocate to other housing and not be eligible to receive a HCV or TPV, such Household would also be eligible to receive a rent differential payment.

In either case, where applicable, the rental differential payment shall be based on the monthly differential between the rent for a comparable Replacement Dwelling and the lesser of thirty percent (30%) of the gross income of such Household (ability to pay), or their displacement rent and utility costs at Potrero. This monthly differential shall then be multiplied by forty-two (42) months (unless such timeframe is extended to sixty (60) months) to derive the maximum eligible replacement housing benefit. The actual rent

differential payment the eligible Household would receive would be based on the differential between the actual contract rent and utilities' costs at the Replacement Dwelling and the lesser of thirty percent (30%) of the gross income of the Household or their displacement rent and utility costs. The following Table 12 provides a sample calculation of this payment.

Table 12: Example Computation of Rent Differential Payment *

1. Rent of Displacement Unit	\$800	Displacement Rent plus Utility Costs
or		
2. Ability to Pay	\$750	30% of the Gross Household Income
3. Lesser of lines 1 or 2	\$750	
Subtracted From:		
4. Actual New Rent	\$950	Actual New Rent including Utility Allowance
or		
5. Comparable Rent	\$1,000	Determined by Displacing Agency; <u>includes</u> Utility Allowance
6. <u>Lesser</u> of lines 4 or 5	\$950	
7. Yields Monthly Need:	\$200	Subtract line 3 from line 6
8. Rental Assistance	\$8,400	Multiply line 7 by 42 months

****Note: This is a sample case only and is not reflective of actual market conditions. Not all Households shall receive this type of relocation assistance. The Household should discuss their eligibility for this type of relocation assistance prior to making any decisions regarding their replacement housing options. This form of payment shall be provided based on need. This payment is limited to the forty-two (42) month period prescribed under the URA unless Section 104(d) of the Housing and Community Redevelopment Act becomes applicable to the Project.***

Non-residential Occupant Moving Expense Payments

Relocation benefits shall be provided to the non-residential occupants pursuant to federal and state relocation law. Eligible non-residential occupants may receive a relocation payment to cover the reasonable cost of moving their personal property from Potrero to their Replacement Dwelling.

The relocated non-residential tenants shall have two (2) options:

(A) A payment for actual reasonable and necessary moving and related expenses;

Or,

(B) A fixed payment in lieu not to exceed Forty Thousand and No/100ths Dollars (\$40,000).

Payment for Actual Reasonable and Necessary Moving and Related Expenses

This payment may include the following:

- a) Transportation of persons and property from the present location to the replacement location (transportation costs are limited to a distance of fifty (50) miles);
- b) Packing, crating, uncrating, and unpacking personal property;
- c) Disconnecting, dismantling, removing, reassembling, and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby, and modifications necessary to adapt such property to the replacement structure, or to the utilities, or to adapt the utilities to the personal property;
- d) Storage of personal property generally for up to twelve (12) months, at the Developer's discretion;
- e) Insurance of personal property while in storage or transit and, the replacement value of property lost, stolen, or damaged (though not through the fault or negligence of the relocated person) in the process of moving;
- f) Subject to certain limitations, any license, permit or certification required by the relocated business, to the extent that the cost is necessary for reestablishment at the replacement location;

- g) Subject to certain limitations, reasonable and pre-authorized professional services, including architects', attorneys', engineers' fees and consultants' charges, necessary for: (1) planning the move of the personal property; (2) moving the personal property; or, (3) installing the relocated personal property at the replacement location;
- h) Subject to certain limitations, the purchase and installation of substitute personal property limited to the lesser of: (1) the estimated cost to move the item to the replacement location; or, (2) the replacement cost, less any proceeds from its sale;
- i) Subject to certain limitations, modifying the machinery, equipment or other personal property to adapt it to the replacement location or to utilities available at the replacement location or modifying the power supply.
- j) Actual direct losses of tangible personal property resulting from moving, or discontinuing a business or non-profit organization, *not-to-exceed* the *lesser of*:
 - (i) The fair market value of the tangible, personal property for continued use at its location prior to displacement; *or*, An amount equal to the reasonable expenses that would have been required to relocate the property, as determined by the Related, subject to certain limitations;
 - (ii) Actual, and reasonable expenses incurred in searching for a replacement business location, *not-to-exceed* Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00).
 - (iii) Actual, and reasonable expenses necessary to reestablish a relocated small business at its new location, *not-to-exceed* Twenty-Five Thousand and No/100ths Dollars (\$25,000.00). Examples of expenses that may be considered for reimbursement include advertising, redecoration and certain increased costs of operation at the new location.

Fixed Payment In Lieu of a Payment for Actual Reasonable Moving and Related Expenses

The amount of this payment shall be based on the *average, annual net* earnings of the business. The payment to an eligible business may neither be less than One Thousand and No/100ths Dollars (\$1,000.00), nor more than Forty Thousand and No/100ths Dollars (\$40,000.00). To qualify for this payment a relocated business:

- A) *Cannot* be a part of a commercial enterprise having *at least* three (3) other establishments which are *not* being relocated as part of the Project, and which is under the *same ownership* and engaged in the *same, or similar* business activities;
- B) *Must not* be able to relocate without substantial loss of patronage; and,
- C) *Must* have contributed *at least* thirty-three percent (33%) of the owner's total gross income during *each* of the two (2) taxable years *prior to* displacement, *or* meet specific earnings criteria.

I. PAYMENT OF RELOCATION BENEFITS

Should there be any payment of relocation assistance payments payable to the Household or non-residential occupants, the payment shall be made expeditiously. In order to receive any applicable replacement housing payments, the Household must rent and occupy a decent, safe and sanitary Replacement Dwelling within twelve (12) months after they vacate Potrero. All Households eligible to receive a payment must submit claims and supporting documentation for relocation benefits to the relocation team no later than eighteen (18) months after the date they vacate the Project in order to remain eligible for payment.

A sample claim for is provided in Appendix D of this Plan. The procedure for the preparation and filing of claims and the processing and delivery of payments shall be as follows:

1. Claimant(s) shall provide all necessary documentation to substantiate eligibility for assistance;
2. The relocation team shall review all necessary documentation before reaching a determination as to which expenses are eligible for compensation;
3. Required claim forms shall be prepared by the relocation team and be presented to the claimant for review and signature. Signed claims and supporting documentation shall be returned to relocation staff for processing of payment;
4. The relocation team shall review and approve claims for payment or request additional information;
5. The relocation team shall issue benefit checks to claimants in the most secure, expeditious manner possible;

6. Receipts of payment and all claims materials shall be maintained in the relocation case file;
7. In cases where a relocated Household disputes the amount of payment it is awarded in the claim, they may make a written appeal in accordance with the appeals process defined in Section L of this plan. Further details regarding the appeals process and a sample appeals request form is provided in Appendix E of this Plan.

J. LAWFUL PRESENCE IN THE UNITED STATES

Federally-funded relocation projects require that all persons self-certify their lawfully present status in the United States in order to receive relocation assistance under the URA.

All eligible Households in Good Standing shall receive relocation assistance. In cases where a Household includes persons not lawfully present in the United States, such Household shall receive relocation assistance under the CRAL and the Guidelines.

Should Section 104(d) apply to the Project as a result of the use of HOME or CDBG funds, the federal lawful presence requirements shall not apply and all eligible Households shall receive assistance under Section 104(d).

K. EVICITION POLICY

It is recognized that eviction is permissible only as a last resort and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction shall only take place in cases of nonpayment of rent; a serious violation of the rental agreement; a dangerous or illegal act in the unit; violation of federal, state, or local laws; or, if the Household refuses all reasonable offers to move.

L. APPEALS POLICY

The appeals policy and grievance procedures shall follow the standards described in the URA as implemented by the Rent Stabilization Board. Briefly stated, a relocated Household shall have the right to ask for review when there is a perceived grievance regarding any of such Household's rights to relocation and relocation assistance, including the determination as to eligibility, the amount of payment, or the failure to

provide a comparable referral to a Replacement Dwelling. Appendix E provides a full description of the appeals process.

Should the appellant and the Developer and/or SFHA not be able to resolve the appeal, the appellant may forward an appeal to the Board. Households also have the right in accordance with the Ordinance to be heard before the Rent Stabilization Board. The Rent Stabilization Board has the authority to make final appeals recommendations to the Authority Board.

M. PROJECTED RELOCATION SCHEDULE AND PHASING PLAN

Phasing Plan

Relocations shall occur in five (5) distinct phases. Figure 4 below provides a graphic description of the preliminary order of the phasing.

PHASING PLAN

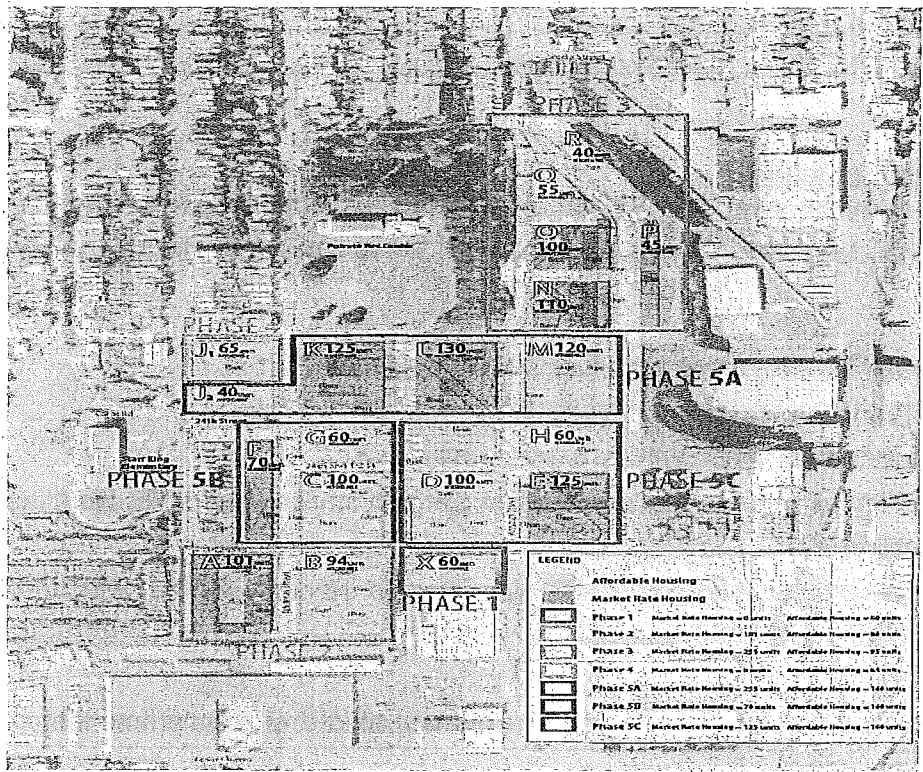


Figure 4: Relocation Phasing Diagram

The following Table 13 provides a comparison of the total units to be demolished by the anticipated occupancies, the availability of on-site Relocation Housing Units, and the need for off-site Relocation Housing Units. The estimated number of relocations is based on the current ninety-five percent (95%) +/- rate and the estimated vacancies are based on a thirteen percent (5%) vacancy rate.

Table 13: Relocation Phasing Analysis

Phase	Overall Units Demolished – Residential and Non-residential	Relocations Estimated	Estimated Vacancies in Phase
Phase I/Block X	0	0	0
Phase 2	92	88	4
Phase 3	151	145	6
Phase 4	30	29	2
Phase 5 A, & B/C	347	333	13
Total	620	595	25

General Relocation Schedule

The general relocation planning and implementation schedule is shown below. The relocation schedule is subject to change and shall be updated in future updates to this Plan.

- Relocation Plan Development: October 2015 to May 2016
- Plan Public Comment Period: June 15, 2016 to July 21, 2016
- Household Interviews: April 2016 to August 2016
- SFHA Board of Commissioners Adoption of Relocation Plan at Public Hearing: August 25, of 2016.
- Relocation Status Update Meetings With Tenants: Periodically 2016 to 2028
- Relocations: 2018-2028

Households at Potrero shall be relocated in phases ahead of the commencement of each demolition phase.

The relocation schedule shall be developed in greater detail by the relocation team once more detailed project schedules are available from the Developer. The relocation team

shall provide periodic schedule updates to the Households to keep them advised and informed of upcoming relocation activity that may affect them.

This Plan shall be updated if regulatory changes occur that impact the Project and relocation of the Households. The relocation team shall prepare phase specific relocation plans, which plans shall serve as the primary form of update and expansion of the content of this Plan. Each phase-specific relocation plan shall be consistent with the URA, Section 104(d), if applicable, the CRAL, the Ordinance and the Policy.

N. ESTIMATED RELOCATION COSTS

The estimated relocation budget provided below is based on the best current available data related to the overall project schedule, potential number of relocations, and the estimated vendor costs as of April 25, 2016.

The budget is considered conservative at this time and shall remain as such until certain factors are better understood and more easily controlled, including the number of permanent off-site relocations that may require additional relocation payments and the number of off-site long-term-temporary relocations that may be needed.

The approval of this Plan does not constitute the approval of the relocation budget for the purposes of determining maximum levels of eligible compensation. These maximums shall be based on actual data at the time of the preparation of an NOE in accordance with the URA. The Developer cannot offer lesser relocation payments than those required by the URA, Section 104(d), the Guidelines or the CRAL in order to conform to the parameters of the preliminary budget that is included in the approved relocation plan. The Developer shall be obligated to fund all legally-required relocation costs and expenses regardless of the budget or anticipated costs set forth in the budget.

This is an important Section of this Plan to be monitored and periodically updated.

A twenty percent (20%) contingency has been used to mitigate against potential cost increases, including the provision of services not yet considered in this Plan, permanent relocations that require rent differential payments, moving cost increases based on formal bids and ultimate vendor contracts, and other unforeseen factors that could increase the cost of implementing this Plan. A twenty percent (20%) contingency is

used, because there is a lengthy time horizon between approval of this Plan and the actual implementation of relocation.

As the project variables become more reliable, updates to the budget shall be prepared. Table 14 below provides the preliminary proforma cost estimate for the Project. As stated, the cost estimate is subject to change as the project details are solidified in greater detail.

Table 14: Proforma Relocation Cost Estimate *

Cost Estimate Line Item	Estimated Cost
Residential Relocation Costs	\$17,500,000.00
Non-residential Relocation Costs	\$80,000.00
Total Relocation Cost Estimate	\$17,580,000.00

**Cost estimate is subject to change. Estimate is not an assumption of any cash payout to any Household.*

O. RESIDENT PARTICIPATION/PLAN REVIEW

In accordance with the Guidelines, this Plan was required to be circulated for a thirty (30) calendar day public review and comment period.

This Plan was made available to each Household and non-residential occupant for a thirty (30) calendar day review and comment period. Written comments were collected and evaluated by the Authority. Households received a notice of this Plan's availability and a summary of this Plan. This notice was provided in English, Spanish, and Chinese. Non-Potrero residents, including public agencies, advocacy groups and other interested parties, were invited to provide written comments to this Plan. The comment period was open from June 15-July 15, 2016.

A copy of this Plan was made available for review at the following locations (all in San Francisco) beginning on June 15, 2016:

- BRIDGE Housing Offices - 1095 Connecticut St
- HGP/Annex Tenant Council -5 Watchman Way

- Terrace Tenant Council - 1024 Connecticut St
- The Nabe - 953 De Haro St.
- Y Terrace office - 1805-25th St.
- EOC - 85 Turner Terrace
- CARE - 107 Dakota St.
- Y Annex office - 751 Missouri St.
- Potrero Hill Health Center - 1050 Wisconsin St.

This Plan was also accessible online at www.sfha.org and www.sfmohcd.org. A summary of the draft version of this Plan shall was presented at a Potrero resident meeting during the thirty (30) calendar day comment period.

Written comments were requested to be mailed, faxed, or emailed to:

***Chad Wakefield, Senior Project Manager
Overland, Pacific and Cutler
7901 Oakport Street, Suite 4800
Oakland, CA 94621
Email: cwakefield@opcservices.com
Fax: (562) 304-2020***

This Plan was presented for approval to the Board on August 25, 2016.

Written comments and questions received shall were included in Appendix F of this version of the Plan.

LIST OF APPENDICES:

A.	RELOCATION TERMS GLOSSARY	47
B.	APPLICABLE RELOCATION REGULATIONS.....	53
C.	RESIDENT ENGAGEMENT PROCESS MATERIALS	60
D.	SAMPLE RELOCATION FORMS.....	109
E.	RELOCATION APPEAL/GRIEVANCE PROCEDURES.....	130
F.	COMMENTS/RESPONSES TO PLAN & COMMENT PERIOD DOCUMENT	138

A. RELOCATION TERMS GLOSSARY

GLOSSARY OF RELOCATION TERMS

30-Day Notice This is a notice that may be given to a person who shall be required to move a residence, business or personal property as a result of the Displacing Agency's project. It informs the person that he or she must move the residence, business or personal property thirty (30) calendar days from the date of the notice. This notice can only be given after a 90-Day Notice is given to the relocated person(s).

90-Day Notice This is a notice that may be given to a person who shall be required to move a residence, business or personal property as a result of the Displacing Agency's project. It informs the person that he or she must move the residence, business or personal property ninety (90) calendar days from the date of the notice. This notice can only be given after a relocation plan is approved and a Notice of Eligibility or other form of eligibility notice for relocation benefits has been given to the relocated person(s).

Comparable Replacement Dwelling The term *comparable replacement dwelling* means a dwelling which is:

(i) Decent, safe and sanitary; (ii) Functionally equivalent to the displacement dwelling. The term *functionally equivalent* means that it performs the same function, and provides the same utility. While a comparable Replacement Dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a Replacement Dwelling is functionally equivalent to the displacement dwelling, the Displacing Agency may consider reasonable trade-offs for specific features when the Replacement Dwelling is equal to or better than the displacement dwelling; (iii) Adequate in size to accommodate the occupants; (iv) In an area not subject to unreasonable adverse environmental conditions; (v) In a location generally not less desirable than the location of the relocated person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment;

(vi) On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special

improvements such as outbuildings; (vii) Currently available to the relocated person on the private market; and (viii) Within the financial means of the relocated person: A Replacement Dwelling rented by an eligible relocated person is considered to be within his or her financial means if, after receiving rental assistance under this part, the person's monthly rent and estimated average monthly utility costs for the Replacement Dwelling do not exceed the person's base monthly rental for the displacement dwelling; For a relocated person who is not eligible to receive a replacement housing payment because of the person's failure to meet length-of occupancy of occupancy requirements, a comparable Replacement Dwelling is considered to be within the person's financial means if a Displacing Agency pays that portion of the monthly housing costs of a Replacement Dwelling which exceeds the person's base monthly rent for the displacement dwelling. Such rental assistance must be paid under replacement housing of last resort. (ix) For a person receiving government housing assistance before displacement, a dwelling that may reflect similar government housing assistance. In such cases any requirements of the government housing assistance program relating to the size of the Replacement Dwelling shall apply.

Decent, Safe, and Sanitary Dwelling The term *decent, safe, and sanitary dwelling* means a dwelling which meets local housing and occupancy codes. However, any of the following standards which are not met by the local code shall apply unless waived for good cause by the Federal Agency funding the project. The dwelling shall: (i) Be structurally sound, weather tight, and in good repair; (ii) Contain a safe electrical wiring system adequate for lighting and other devices; (iii) Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a relocated person, except in those areas where local climatic conditions do not require such a system; (iv) Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the relocated person. The number of persons occupying each habitable room used for sleeping purposes shall not exceed that permitted by local housing codes or, in the absence of local codes, the policies of the Displacing Agency. In addition, the Displacing Agency shall follow the requirements for separate bedrooms for children of the opposite gender included in local housing codes or in the absence of local codes, the policies of such Agencies; (v) There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage

drainage system, and adequate space and utility service connections for a stove and refrigerator; (vi) Contains unobstructed egress to safe, open space at ground level; and (vii) For a relocated person with a disability, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such relocated person.

Displacement The act of requiring a relocated person to move permanently from the dwelling in which they occupy for a federally or State funded or sponsored project.

Displacement Dwelling The term displacement dwelling means the dwelling unit on the real property that the relocated person moves from or moves his or her personal property from the real property.

Displacing Agency The term displacing agency means any Federal Agency carrying out a program or project, and any State, State Agency, or person carrying out a program or project with federal financial assistance, which causes a person to be a relocated person.

Eligible Household/Resident Household eligible for relocation assistance in accordance with the Uniform Relocation Act and/or the California Relocation Assistance Guidelines/Law, or any other applicable federal, state or local law.

Fixed Residential Moving Cost Schedule A schedule used to calculate the amount of reimbursement that relocated persons may be eligible to receive if they decide to move their own personal property. The Federal Highway Administration periodically updates and distributes this schedule. A copy can be found on our web site at: <http://www.fhwa.dot.gov/realestate/index.htm> in the section *Relocation Assistance*. Payment per this schedule is also known as a fixed move payment.

General Information Notice (GIN) A required notice under the Uniform Relocation Act (URA) that provides the household of their general relocation rights and advises them not to move or vacate from their unit until they receive a notification of their relocation eligibility.

Good Standing means that a Household is the lawful tenant of an existing Potrero Unit and has not been evicted or served with a summons and complaint for eviction by SFHA by the time the household receives a written Notice of Eligibility for relocation

benefits, which is issued to the household at least 90 days before it is time for the household to move.

Good Standing means that a Household is the lawful tenant of an existing unit at Potrero and such Household has not been evicted or in the process of being evicted from such unit.

In-Eligible Household/Resident Household not eligible for relocation assistance in accordance with the Uniform Relocation Act and/or the California Relocation Assistance Guidelines/Law, or any other applicable federal, state or local law.

Household means one or more persons occupying an existing housing unit at Potrero.

Low-income Families means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Memorandum of Understanding (MOU) The term Memorandum of Understanding is used to describe the document that explains the temporary relocation benefits to be provided to an occupant of a residential dwelling unit that is required to move from the unit temporarily until the occupant is permanently relocated. The MOU shall be provided the occupant for review and signature prior to the expected move date.

Move In Notice A notice or lease addendum signed at the time of move-in to the household's unit that explains that they may be required to relocate for a project and that they may not receive relocation assistance.

Notice of Eligibility (NOE) The term Notice of Eligibility, also referred to as an NOE, is the written description of the type of permanent relocation benefits and the monetary amount(s) of those benefits a relocated person is eligible to receive under the appropriate relocation statutes or laws (for example the URA.) This notice can be given prior to the approval of the relocation plan as deemed appropriate by the Displacing Agency.

Relocated Person (i) *General* the term *relocated person* means any person who moves from the real property or moves his or her personal property from the real property. This includes a person who occupies the real property prior to its acquisition, but who does not meet the length of occupancy requirements. (A) As a direct result of a written notice of intent to acquire, the initiation of negotiations for, or the acquisition of, such real property in whole or in part for a project; (B) As a direct result of rehabilitation or demolition for a project. (ii) *Persons not relocated*. The following is a nonexclusive listing of persons who do not qualify as relocated persons under this part: (A) A person who moves before the initiation of negotiations, unless the Displacing Agency determines that the person was relocated as a direct result of the program or project; (B) A person who initially enters into occupancy of the property after the date of its acquisition for the project; (C) A person who has occupied the property for the purpose of obtaining assistance under the Uniform Act; (D) A person who is not required to relocate permanently as a direct result of a project. Such determination shall be made by the Displacing Agency in accordance with any guidelines established by the Federal Agency funding the project, or as a result of the rehabilitation or demolition of the real property. (However, the displacement of a tenant as a direct result of any acquisition, rehabilitation or demolition for a federal or federally assisted project is subject to this part.); (E) A person who, after receiving a notice of relocation eligibility, is notified in writing that he or she shall not be relocated for a project. Such written notification shall not be issued unless the person has not moved and the Displacing Agency agrees to reimburse the person for any expenses incurred to satisfy any binding contractual relocation obligations entered into after the effective date of the notice of relocation eligibility.

Relocation The act of moving permanently or temporarily from a dwelling unit as a result of a federally or State funded or sponsored project where the URA or other relocation statutes or laws are triggered.

Rent Differential Payment Amount of assistance paid to a relocated person, who is a renter, to compensate for the difference between the monthly rent and utility payment that they shall pay at the Replacement dwelling unit and what was paid for rent and utilities at the displacement dwelling. This difference is calculated over a forty-two (42) month period, unless Section 104(d) applies. If Tenant-based Rental Assistance such as Section 8 Housing Choice Voucher is available to the relocated person, that amount of assistance shall offset a portion of the difference and any un-met portion of the difference is eligible to be paid a rent differential payment. The payment must be

claimed within eighteen (18) months after the relocated person moves from the displacement dwelling. Also referred to as a Rental Assistance Payment ("RAP") or Replacement Housing Payment ("RHP").

Replacement Dwelling A replacement dwelling is the unit the relocated person elects to move to from the displacement dwelling. A relocated person must locate and move into a replacement dwelling within twelve (12) months of the date they vacate the displacement dwelling to claim a RAP.

Tenant-based Rental Assistance is a form of rental assistance in which the assisted tenant may move from a dwelling unit with a right to continued assistance. Tenant-based rental assistance under this part also includes security deposits for rental of dwelling units. A common form of Tenant Based Rental Assistance is a Section 8 Housing Choice Voucher.

Uniform Act Relocation (URA) The term *Uniform Act* means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894; 42 U.S.C. 4601 *et seq.*), and amendments thereto. Also known as the URA.

B. APPLICABLE RELOCATION REGULATIONS

Permanent Relocation Assistance for Relocated Public Housing Tenants: URA, 104(d), California, and RAD Relocation Requirements¹

	URA	Section 18	California Law	RAD
Relocation Plan	<p>Must plan for relocation which may include conducting a survey of needs including:</p> <ul style="list-style-type: none"> Estimate of the number of households to be relocated including information such as owner/tenant status, estimated value and rental rates of properties to be acquired, family characteristics, and special consideration of the impacts on minorities, the elderly, large families, and persons with disabilities when applicable Estimate of comparable replacement housing available (including price ranges and rental rates). Consideration of any special relocation advisory services that may be necessary from the housing authority and other cooperating agencies. <p>No formal plan documents are required, and no approval process is required.</p>	<p>Relocation Plan must include:</p> <ul style="list-style-type: none"> The number of individual residents to be relocated; The type of counseling and advisory services the PHA plans to provide; What housing resources are expected to be available to provide housing for relocated residents; and An estimate of the costs for counseling and advisory services and resident moving expenses, and the expected source for payment of these costs. <p>Relocation must be executed on a nondiscriminatory basis</p> <p>PHA must provide in disposition application the following information:</p> <ul style="list-style-type: none"> The number of occupied units; A schedule for relocation on a month-to-month basis; 	<p>As soon as possible following initiation of negotiation PHA must prepare relocation plan and submit for approval of PHA board of Head of PHA. Plan must be available for public comment and review at least 30 days prior to approval. Plan must contain -</p> <ul style="list-style-type: none"> Analysis of relocation needs Projected dates of displacement Analysis of comparable housing resources Description of relocation advisory services Description of relocation payments Cost of carrying out relocation plan Last resort housing plan if necessary Temporary relocation plan if applicable Plans for citizens participation Comments from relocation committee if applicable. 	<ul style="list-style-type: none"> Written relocation plan is not required but strongly encouraged Must conform w/ URA 49 CFR 24.205(a) Relocation budget Certificate of URA Compliance <p>The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, # of units, configuration, occupancy information, and funding sources.)</p> <p>The basic components of a plan include:</p> <ul style="list-style-type: none"> A general description of the project and the site, including acq., demolition, rehab, and construction activities and funding sources; A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site; Info on occupancy (including the # of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temp relocated);

¹ California Relocation Law (California Government Code Section 7260 et seq. (the "CRAL"), and the California Relocation Assistance and real Property Acquisition Guidelines, Title 15, CCR, Section 6000 et seq. (the "Guidelines") (collectively, the "California Relocation Law"); Section 18 of the U.S. Housing Act of 1937, and implementation regulations at 24 CFR Part 970) (collectively, "Section 18"); the Uniform Relocation Act (46 U.S.C. §4600 et seq.), and its implementation regulations (49 CFR Part 24)(collectively, "URA"); RAD is subject to the URA.

	URA	Section 18	California Law	RAD
				<ul style="list-style-type: none"> • Info on relocation needs and costs (including the # of residents who plan to relocate with Section 8 assistance); • General moving assistance info; • Temp move assistance (including info on duration of temp moves); • Permanent move assistance; and • Appeals process
Moving & Related Expenses (PHA unit move to a PHA unit)	<p>PHA choice!</p> <ul style="list-style-type: none"> • PHA move resident with force account staff or contractor (\$100 allowance to resident), or allow resident to choose: <ul style="list-style-type: none"> ○ Payment for actual costs of a self-move, or ○ Payment for self-move at DOT schedule amount Or ○ A combination of both 	<ul style="list-style-type: none"> • Actual and reasonable relocation expenses 		<p>PHA choice!</p> <ul style="list-style-type: none"> • PHA move resident with force account staff or contractor (\$100 allowance to resident), or allow resident to choose: <ul style="list-style-type: none"> ○ Payment for actual costs of a self-move, or ○ Payment for self-move at DOT schedule amount Or ○ A combination of both • PHA responsible for covering all reasonable moving expenses incurred in connection with temporary relocation of a resident. • The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will incur any reasonable out-of-pocket

	URA	Section 18	California Law	RAD
				moving expenses.
Moving & Related Expenses (PHA unit move to non-public housing—with or without Voucher assistance)	<p>Resident's choice!</p> <ul style="list-style-type: none"> • Payment for actual costs of a Self-move, or • Payment for self-move at DOT schedule amount, or • A combination of both. <p>(Optional) PHA may offer to move resident with force account staff or contractor (\$100 allowance to resident)</p>	<ul style="list-style-type: none"> • Actual and reasonable relocation expenses 	<p>Actual and reasonable moving costs including costs for</p> <ul style="list-style-type: none"> • Transportation not to exceed a distance of 50 miles except where justified • Packing and unpacking • Storage of personal property if necessary • Replacement value of property lost, stolen or damaged 	<p>Resident's choice!</p> <ul style="list-style-type: none"> • Payment for actual costs of a Self-move, or • Payment for self-move at DOT schedule amount, or • A combination of both. <p>(Optional) PHA may offer to move resident with force account staff or contractor (\$100 allowance to resident)</p>
Replacement Housing	<ul style="list-style-type: none"> • Offer comparable replacement dwelling which may be: <ul style="list-style-type: none"> ○ Tenant based assistance (voucher) ○ Project-based assistance ○ Public housing unit 	<ul style="list-style-type: none"> • Provide comparable housing which may be: <ul style="list-style-type: none"> ○ Tenant based assistance (voucher) ○ Project-based assistance ○ Public housing unit 	<ul style="list-style-type: none"> • Provide at least three offers of comparable replacement housing – no specific provisions regarding the use of subsidized housing as an offer of comparability. 	<ul style="list-style-type: none"> • Offer comparable replacement dwelling which may be: <ul style="list-style-type: none"> ○ Tenant based assistance (voucher) ○ Project-based assistance ○ Public housing unit ○ Homeownership housing ○ Private-market rental housing (affordable, non-subsidized).
Replacement Housing Payment (RAP)	<ul style="list-style-type: none"> • Computed on 42-month period • Amount needed to reduce new rent/utility costs to the lower of old rent/utility costs or (for low income persons only, 30% of gross monthly income) • "Gap" payments may be necessary even between old PHA rent/utilities and new subsidized rent/utilities 	<ul style="list-style-type: none"> • No Replacement Housing Payment • No provisions for "gap" payments 	<ul style="list-style-type: none"> • Computed on 42-month period • Amount needed to reduce new rent/utility costs to the lower of old rent/utility costs or 30% of gross monthly income • "Gap" payments may be necessary even between old PHA rent/utilities and new subsidized rent/utilities 	<ul style="list-style-type: none"> • Computed on 42-month period • Amount needed to reduce new rent/utility costs to the lower of old rent/utility costs or (for low income persons only, 30% of gross monthly income) • "Gap" payments may be necessary even between old PHA rent/utilities and new subsidized rent/utilities

REBUILD POTRERO – MASTER RELOCATION PLAN

	URA	Section 18	California Law	RAD
Notices	<ul style="list-style-type: none"> • General Information Notice (GIN) • Notice of Eligibility or Non-displacement at ION • 90 day notice to vacate 	<ul style="list-style-type: none"> • 90 day notice to move 	<ul style="list-style-type: none"> • General Information Notice (GIN) within sixty days of Initiation of Negotiations • Notice of Eligibility o • 90 day notice to vacate 	<ul style="list-style-type: none"> • General Information Notice (GIN) • RAD Notice of Relocation • Notice of Intent to Acquire • URA Notice of Relocation Eligibility-for residents whose temporary relocation exceeds one year • 90 day notice to vacate
Services	<ul style="list-style-type: none"> • Advisory services <ul style="list-style-type: none"> ○ Determine resident needs and preferences ○ Explain payments and assistance ○ Current and continuing information on comparable housing ○ Inspection of replacement housing ○ Assistance filling out claim forms ○ Mobility counseling ○ Transportation to inspect replacement housing ○ Advice on other assistance sources ○ Information on federal and state housing programs 	<ul style="list-style-type: none"> • Necessary counseling • Mobility counseling 	<ul style="list-style-type: none"> • Advisory services <ul style="list-style-type: none"> ○ Determine resident needs and preferences ○ Explain payments and assistance ○ Current and continuing information on comparable housing ○ Inspection of replacement housing ○ Assistance filling out claim forms and applications ○ Mobility counseling ○ Transportation to inspect replacement housing ○ Advice on other assistance sources • Information on federal and state housing programs • Inform all persons about eviction policies 	<ul style="list-style-type: none"> • Advisory services <ul style="list-style-type: none"> ○ Determine resident needs and preferences ○ Explain payments and assistance ○ Current and continuing information on comparable housing ○ Inspection of replacement housing ○ Assistance filling out claim forms ○ Mobility counseling ○ Transportation to inspect replacement housing ○ Advice on other assistance sources ○ Information on federal and state housing programs • May include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them • Must also inform residents of their fair housing rights • PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800-669-9777 (Voice) or 1-800-927-9275 (TDD) or at http://www.hud.gov.

REBUILD POTRERO –MASTER RELOCATION PLAN

	URA	Section 18	California Law	RAD
Aliens not lawfully present in country	<ul style="list-style-type: none"> Aliens not lawfully in the country are not eligible for relocation benefits 	<ul style="list-style-type: none"> No prohibition on benefits for illegal aliens 	<ul style="list-style-type: none"> No prohibition on benefits for illegal aliens 	<ul style="list-style-type: none"> Aliens not lawfully in the country are not eligible for relocation benefits
Impact of eviction on eligibility	<ul style="list-style-type: none"> Persons who are evicted before or after initiation of negotiation are ineligible for benefits 	<ul style="list-style-type: none"> No provisions 	<ul style="list-style-type: none"> Eviction does not impact eligibility for benefits. Relocated persons do not include unlawful occupants (those persons evicted by court order or who vacated after receipt of a termination notice) unless persons was occupant of permanently affordable housing. 	<ul style="list-style-type: none"> Persons who are evicted before or after initiation of negotiation are ineligible for benefits

The following documents applicable to tenant relocation will be available for review at the Relocation Office

- San Francisco Ordinance No. 227-12 - Right to Return to Revitalized Public Housing
- Resolution 5390 of the Housing Authority of the City and County of San Francisco, adopted February 26, 2009- Resident Right to Return Policy for HOPE SF Revitalization Sites
- Uniform Relocation Act, its implementing regulations (49 Code of Federal Regulations, Part 24).
- HUD Handbook 1378, Tenant Assistance, Relocation and Real Property Acquisition Act of 1970.
- California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et. seq. (the Guidelines)
- California Relocation Assistance Law, California Government Code Section 7260, et. seq (the CRAL)
- Other funding program related relocation guidelines and regulations as necessary.
- Uniform Federal Accessibility Standards (UFAS)
- Government Code Section 12955.3 (Definition of disability)
- Admissions and Continued Occupancy Policy of the Authority (ACOP)
- Current proposed Architectural drawings
- Current proposed Project schedule
- Copies of all financing commitments obtained to date as received
- Phasing Plan

C. RESIDENT ENGAGEMENT PROCESS MATERIALS

- Frequently Asked Questions
- Resident Meeting Documents
- Focus Groups
- Interview Process Materials
- Good Standing Handout
- Relocation Process/Timeline Handout
- Relocation Plan Availability Letter
- Relocation Plan Summary

Relocation Household Interview Overview

Overland, Pacific & Cutler, Inc., a California corporation ("OPC"), and Shanti Project, a California corporation ("Shanti"), are working with the Developer to create a Relocation Plan for Rebuild Potrero. A critical component of the Relocation Plan is understanding each household's relocation and services needs, so we can plan effectively. In order to gather that information, we are conducting interviews with each household. Your participation is extremely important! Please help us make Rebuild Potrero a success by signing up for a relocation interview today.

- The purpose of this interview is to learn about your family's specific relocation and services needs
- The interview will take approximately 45-60 minutes
- To get a full picture of your household's needs, OPC and Shanti will ask questions related to:
 - Your background and household composition
 - You and your family's health and well-being, employment status, and access to education
 - Your neighborhood relationships and perceptions of neighborhood safety
 - Your family's relocation needs and concerns
- Any information you share will be kept confidential

The goal is to speak with every household.



**RELOCATION PLANNING KICK-OFF MEETING
MARCH 3RD, 6-8 PM
POTRERO HILL NEIGHBORHOOD HOUSE
(NABE)*
953 DE HARO ST**

Come join us on March 3 to kick off the Relocation Planning Process! During this meeting we will:

- Share in a delicious meal,
- Provide a synopsis of the Potrero HOPE SF Master Plan including phasing and timeline,
- Explain your right to return and definition of "good standing",
- Present an overview of the relocation planning process,
- Answer any questions you have about relocation and project phasing
- Sign up residents for Relocation Planning Household interviews.

This is an exciting time. Groundbreaking on the 1st phase is drawing near. Stay informed! We hope to see you there!

If you have any questions, please contact:
Daniel Adams
dadams@bridgehousing.com
415-321-3566

*The NABE is within walking distance of Potrero Terrace and Annex, and it is also accessible by bus on the #10 and #19 lines.

If you need assistance with transportation, please contact Uzuri Pease Greene (415-368-4436, ugreene@bridgehousing.com).



“臨時搬遷”規劃：啟動會議

日期：三月三日（星期四）
時間：下午六時至八時
地點：波特雷羅基金會中心 (NABE) *
953 DE HARO ST

誠意邀請您出席我們三月三日就規劃“臨時搬遷”進程事宜，而舉辦的啟動會議！這次會議，我們將：

- 分享美食佳音；
- 獲取波特雷羅 HOPE SF 的總體規劃大綱：包括重建階段和時間表；
- 知悉您“遷回原區”和“良好信譽(good standing)”的定義；
- 認識“臨時搬遷”規劃進程的概況；
- 回答您對有關“臨時搬遷”項目在分階段進行時的任何疑問；
- 登記“臨時搬遷”規劃的家訪時間。

我們已進入激動人心的時刻！第一階段的“破土動工”時間與我們已經越來越近！讓我們保持聯絡！我們更希望您能撥冗出席會議！

假如您有任何疑問，請聯絡：

Daniel Adams 主任
電郵：dadams@bridgehousing.com
電話：415-321-3566

*波特雷羅基金會中心 (NABE) 位於波特雷羅社區步行距離內，坐車 10 號和 19 號均可抵達。

如果您需要安排往返會議場地的交通，請聯絡 Uzuri 女士（電話：415-368-4436 或電郵：uzuri@bridgehousing.com）。



PLANIFICACIÓN DEL TRASLADO:
REUNIÓN INAUGURAL

3 DE MARZO, 6-8 PM
POTRERO HILL NEIGHBORHOOD HOUSE (NABE) *
953 DE HARO ST

¡Acompáñenos el día 3 de marzo para comenzar el Proceso de Planificación del Traslado! En esta reunión vamos a:

- Compartir una cena deliciosa,
- Proveer resumen del Plan Maestro Potrero HOPE SF, incluyendo las fases y la línea de tiempo,
- Explicar su derecho de regresar y la definición de "good standing" ("seguir las reglas"),
- Presentar visión y resumen del proceso de planificación del traslado,
- Contestar sus preguntas a cerca del traslado y las fases planeadas del proyecto
- Apuntarse a la lista de Entrevistas Familiares de Planificación del Traslado.

Estamos entrando en una época muy emocionante. El comienzo de la 1a fase llegará pronto. ¡Infórmese! ¡Esperamos verle en esta reunión!

Cualquier pregunta, favor de contactar a:
Daniel Adams
dadams@bridgehousing.com
415-321-3566

*Se puede caminar al NABE desde Potrero Terrace y Annex, también se pueda llegar en autobús- use la línea #10 ó la #19.

Si necesita ayuda con transporte, favor de contactar a Uzuri Pease Greene (415-368-4436, uzuri@bridgehousing.com).

TOMORROW

English

Relocation Planning Focus Group #1

March 17, 2016
6:30 - 8pm
1095 Connecticut Street

Dinner served. Child watch available.

For more information, visit the Rebuild Potrero Office at 1095 Connecticut Street or contact:
Thu Banh, Banh@bridgehousing.com, 415-321-3535
Uzuri Pease-Greens, ugreens@bridgehousing.com, 415-368-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-2566

COMING SOON...

Cantonese

Focus Group #1
3/24, 6-7:30pm
Economic Oppor-
unity Council (EOC),
85 Turner Terrace

Spanish

Focus Group #1
3/24, 6:30-8pm
1095 Connecticut
Street

Focus Group #2
3/31, 6-7:30pm
EOC, 85 Turner
Terrace

English

Focus Group #2
3/29, 6-7:30pm
EOC, 85 Turner
Terrace

Relocation

Planning Summary
Meeting
4/12, 6-8pm
HABE, 953 De Haro
Street

明天

英語

“臨時搬遷” 專題討論小組 (第一組)

日期：二零一六年三月十七日 (星期四)

時間：下午六時半至八時

地點：1035 Connecticut St

免費停車位、免費餐食服務

欲知有關此座計劃更詳細資料和有任何疑問，請到區重估及特設服務公署 (地址：1055 Connecticut Street) 查詢：

- Thu Binh, tbanh@bridgehousing.com, 415-321-3335
- Uzair Pease Greene, ugreene@bridgehousing.com, 415-305-4428
- Daniel Adams, dadams@bridgehousing.com, 415-321-3368

即將舉行...

粵語
專題討論小組 (第一組)
日期：二零一六年三月二十四日
時間：下午六時至七時半
地點：EOC, 85 Turner Terrace

國語
專題討論小組 (第一組)
日期：二零一六年三月二十四日
時間：下午六時半至八時
地點：1565 Connecticut St

粵語
專題討論小組 (第二組)
日期：二零一六年三月三十一日
時間：下午六時至七時半
地點：EOC, 85 Turner Terrace

英語
專題討論小組 (第二組)
日期：二零一六年三月三十一日
時間：下午六時至八時
地點：EOC, 85 Turner Terrace

“臨時搬遷” 專題討論小組
日期：二零一六年四月十二日
時間：下午六時至八時
地點：HABE, 663 De Haro St

MAÑANA Grupo Focal #1 en Inglés sobre la Planificación de Mudanzas

17 de marzo, 2016

6:30 - 8pm

#1095 calle Connecticut

*Se proporcionará cena.
Cuidado infantil disponible.*

Para más información, visita las Oficinas de Rebuild Potrero en #1095
calle Connecticut, o comunícanos con:
Thu Binh, tbanh@bridgehousing.com, 415-321-3335
Uzair Pease Greene, ugreene@bridgehousing.com, 415-305-4428
Daniel Adams, dadams@bridgehousing.com, 415-321-3368

PRÓXIMAMENTE...

Cantonés
Grupo Focal #1
3/24, 6-7:30pm
Economic Opportunity Council (EOC),
85 Turner Terrace

Español
Grupo Focal #1
3/24, 6:30-8pm
#1095 calle
Connecticut

Grupo Focal #2
3/31, 6-7:30pm
EOC, 85 Turner
Terrace

Inglés
Grupo Focal #2
3/29, 6-7:30pm
EOC, 85 Turner
Terrace

**Reunión de Spalatio
sobre la
Planificación de Mu-
danzas**
4/12, 6-8pm, HABE,
#953 calle De Haro

明天

粵語

“臨時搬遷” 專題討論小組 (第一組)

日期：二零一六年三月二十四日（星期四）

時間：下午六時至七時半

地點：EOC, 85 Turner Terrace

提供免費晚餐、及看顧兒童服務

欲知有關臨時搬遷計劃更詳盡資料和有任何疑問，請親臨重建波特雷羅辦公室（地址：1095 Connecticut Street）或聯絡：

- Thu Banh, tbanh@bridgehousing.com, 415-321-3535
- Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
- Daniel Adams, dadams@bridgehousing.com, 415-321-3566

即將舉行...

西班牙語

專題討論小組（第一組）

日期：二零一六年三月二十四日

時間：下午六時半至八時

地點：1095 Connecticut St

專題討論小組（第二組）

日期：二零一六年三月三十一日

時間：下午六時至七時半

地點：EOC, 85 Turner Terrace

英語

專題討論小組（第二組）

日期：二零一六年三月二十九日

時間：下午六時至七時半

地點：EOC, 85 Turner Terrace

“臨時搬遷” 規劃匯報會議

日期：二零一六年四月十二日

時間：下午六時至八時

地點：NABE, 953 De Haro St

MAÑANA **Grupo Focal** **#1 en Español** **sobre la** **Planificación** **de Mudanzas**

24 de marzo, 2016

6:30 - 8pm

Oficinas de Rebuild Potrero
#1095 calle Connecticut

*Se proporcionará cena.
Cuidado infantil disponible.*

Para más información, visita las Oficinas de Rebuild Potrero en #1095 calle Connecticut, o comunícate con:

Thu Banh, tbanh@bridgehousing.com, 415-321-3535

Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436

Daniel Adams, dadams@bridgehousing.com, 415-321-3566

PRÓXIMAMENTE...

Cantonés

Grupo Focal #1

3/24, 6-7:30pm

Economic

Opportunity Council

(EOC)

85 Turner Terrace

Español

Grupo Focal #2

3/31, 6-7:30pm

EOC

85 Turner Terrace

Inglés

Grupo Focal #2

3/29, 6-7:30pm

EOC,

85 Turner Terrace

Reunión de Sumario

sobre la

Planificación de

Mudanzas

4/12, 6-8pm, NABE,

#953 calle De Haro

今晚

粵語

“臨時搬遷” 專題討論小組 (第一組)

日期：二零一六年三月二十四日 (星期四)

時間：下午六時至七時半

地點：EOC, 85 Turner Terrace

提供免費晚餐、及看顧兒童服務

欲知有關臨時搬遷計劃更詳盡資料和有任何疑問，請親臨重建波特雷羅辦公室 (地址：1095 Connecticut Street) 或聯絡：

- Thu Banh, tbanh@bridgehousing.com, 415-321-3535
- Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
- Daniel Adams, dadams@bridgehousing.com, 415-321-3566

即將舉行...

西班牙語

專題討論小組 (第一組)

日期：二零一六年三月二十四日

時間：下午六時半至八時

地點：1095 Connecticut St

專題討論小組 (第二組)

日期：二零一六年三月三十一日

時間：下午六時至七時半

地點：EOC, 85 Turner Terrace

英語

專題討論小組 (第二組)

日期：二零一六年三月二十九日

時間：下午六時至七時半

地點：EOC, 85 Turner Terrace

“臨時搬遷” 規劃匯報會議

日期：二零一六年四月十二日

時間：下午六時至八時

地點：NABE, 953 De Haro St

ESTA NOCHE **Grupo Focal** **#1 en Español** **sobre la** **Planificación** **de Mudanzas**

24 de marzo, 2016

6:30 - 8pm

Oficinas de Rebuild Potrero
#1095 calle Connecticut

Se proporcionará cena.
Cuidado infantil disponible.

Para más información, visita las Oficinas de Rebuild Potrero en #1095 calle Connecticut, o comunícate con:

Thu Banh, tbanh@bridgehousing.com, 415-321-3535

Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436

Daniel Adams, dadams@bridgehousing.com, 415-321-3566

PRÓXIMAMENTE...

Cantonés

Grupo Focal #1

3/24, 6-7:30pm

Economic

Opportunity Council

(EOC)

85 Turner Terrace

Español

Grupo Focal #2

3/31, 6-7:30pm

EOC

85 Turner Terrace

Inglés

Grupo Focal #2

3/29, 6-7:30pm

EOC,

85 Turner Terrace

Reunión de Sumario

sobre la

Planificación de

Mudanzas

4/12, 6-8pm, NABE,

#953 calle De Haro

TOMORROW

English

Relocation

Planning

Focus

Group

March 29, 2016
6 - 7:30pm
Economic Opportunity Council
(EOC), 85 Turner Terrace

Dinner served. Child watch available.

For more information, visit the Rebuild Potrero Office at 1095 Connecticut Street or contact:
Thu Banh, tbanh@bridgehousing.com, 415-321-3535
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-3566

COMING SOON..

Spanish
Focus Group
3/31, 6-7:30pm
EOC
85 Turner Terrace

Focus Group <NEW>
4/2, 12-1:30pm
1095 Connecticut
Street

Relocation
Planning Summary
Meeting
4/12, 6-8pm
NADE, 953 De Haro
Street

TONIGHT

English

Relocation

Planning

Focus

Group

March 29, 2016

6 - 7:30pm

**Economic Opportunity Council
(EOC), 85 Turner Terrace**

Dinner served. Child watch available.

For more information, visit the Rebuild Potrero Office at 1095 Connecticut Street or contact:
Thu Banh, tbanh@bridgehousing.com, 415-321-3535
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-3566

COMING SOON...

**Spanish
Focus Group
3/31, 6-7:30pm
EOC
85 Turner Terrace**

**Focus Group <NEW>
4/2, 12-1:30pm
1095 Connecticut
Street**

**Relocation
Planning Summary
Meeting
4/12, 6-8pm
NABE, 953 De Haro
Street**

MAÑANA **Grupo Focal** **en Español** **sobre la** **Planificación** **de Mudanzas**

31 de marzo, 2016

6 - 7:30pm

**Economic Opportunity Council
(EOC), 85 Turner Terrace**

***Se proporcionará cena.
Cuidado infantil disponible.***

Para más información, visita las Oficinas de Rebuild Potrero en #1095 calle Connecticut, o comunícate con:

Thu Banh, tbanh@bridgehousing.com, 415-321-3535

Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436

Daniel Adams, dadams@bridgehousing.com, 415-321-3566

PRÓXIMAMENTE...

Grupo Focal <NUEVO>

4/2, 12-1:30pm

**#1095 calle
Connecticut**

Reunión de Sumario

sobre la

**Planificación de
Mudanzas**

**4/12, 6-8pm, NABE,
#953 calle De Haro**

ESTA NOCHE

Grupo Focal

en Español

sobre la

Planificación

de Mudanzas

31 de marzo, 2016

6 - 7:30pm

**Economic Opportunity Council
(EOC), 65 Turner Terrace**

***Se proporcionará cena.
Cuidado infantil disponible.***

Para más información, visita las Oficinas de Rebuild Potrero en #1095
calle Connecticut, o comunícate con:
Thu Banh, tbanh@bridgehousing.com, 415-321-3535
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-3566

PRÓXIMAMENTE..

Grupo Focal <NUEVO>

4/2, 12-1:30pm

#1095 calle

Connecticut

Reunión de Sumario

sobre la

Planificación de

Mudanzas

4/12, 6-8pm, NABE,

#953 calle De Haro

Relocation Planning Focus Group

COMING SOON.

Relocation Planning Summary Meeting
4/12, 6-8pm
NABE, 953 De Haro Street

April 2, 2016
12 - 1:30pm
1095 Connecticut Street

Lunch served. Child watch available.

For more information, visit the Rebuild Potrero Office at 1095 Connecticut Street or contact:
Thu Banh, tbanh@bridgehousing.com, 415-321-3535
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-369-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-3598

“臨時搬遷” 專題討論小組

即將舉行...

“臨時搬遷”
規劃座談會議
日期：二零一六年四月
十二日
時間：下午六時至八時
地點：NABE,
953 De Haro St

日期：二零一六年四月十二日（星期六）
時間：下午十二時至一時半
地點：1095 Connecticut St

提供免費午餐·及看顧兒童服務

欲知有關區內設計和遷移資訊(包括有住戶福利)·請親臨上述地址或電
辦公室(地址：1095 Connecticut Street)或聯絡：

- Thu Banh, tbanh@bridgehousing.com, 415-321-3535
- Uzuri Pease Greene, ugreene@bridgehousing.com, 415-369-4436
- Daniel Adams, dadams@bridgehousing.com, 415-321-3598

Grupo Focal sobre la Planificación de Mudanzas

PRÓXIMAMENTE...

Reunión de Sumario sobre la Planificación de Mudanzas
4/12, 6-8pm, NABE,
#953 calle De Haro

2 de abril, 2016
12 - 1:30pm
#1095 calle Connecticut

*Se proporcionará almuerzo.
Cuidado infantil disponible.*

Para más información, visita las Oficinas de Rebuild Potrero en #1095 calle Connecticut, o comunícate con:
Thu Banh, tbanh@bridgehousing.com, 415-321-3535
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-369-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-3598

TODAY

Relocation Planning Focus Group

April 2, 2016
12 - 1:30pm
1095 Connecticut Street

Lunch served. Child watch available.

For more information, visit the Rebuild Potrero Office at 1095 Connecticut Street or contact:
Thu Banh, tbanh@bridgehousing.com, 415-321-3635
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-309-4438
Daniel Adams, dadams@bridgehousing.com, 415-321-3568

COMING SOON...

Relocation Planning Community Meeting
4/12 5-6pm
1095, 853 De Haro Street

今天

“臨時搬遷” 專題討論小組

日期：二零一六年四月二日（星期六）
時間：下午十二時至一時半
地點：1095 Connecticut St

提供免費午餐、及嬰兒看護服務

欲知有關此搬遷計劃更詳盡資料如有任何疑問，請親臨重建特雷羅辦公室（地址：1095 Connecticut Street）或聯絡：

- Thu Banh, tbanh@bridgehousing.com, 415-321-3635
- Uzuri Pease Greene, ugreene@bridgehousing.com, 415-309-4438
- Daniel Adams, dadams@bridgehousing.com, 415-321-3568

即將舉行...

“臨時搬遷”
專題討論會議

日期：二零一六年四月
十二日
時間：下午六時至八時
地點：MASE,
853 De Haro St

HOY DÍA

Grupo Focal sobre la Planificación de Mudanzas

2 de abril, 2016
12 - 1:30pm

*Se proporcionará almuerzo.
Cuidado infantil disponible.*

Para más información, visita las Oficinas de Rebuild Potrero en #1095 calle Connecticut, o comunícale con:
Thu Banh, tbanh@bridgehousing.com, 415-321-3635
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-309-4438
Daniel Adams, dadams@bridgehousing.com, 415-321-3568

PRÓXIMAMENTE...

Reunión de Estudio
Sobre la
Planificación de Mu-
danzas
4/12, 5-6pm, MASE,
853 De Haro Street

TOMORROW

**Relocation
Planning
Focus
Group**

April 2, 2016
12 - 1:30pm
1095 Connecticut Street

*Lunch served. Child watch available.
Spanish & Cantonese translation available.*

For more information, visit the Rebuild Potrero Office at 1095
Connecticut Street or contact:
Thu Binh, tbanh@bridgehousing.com, 415-321-3535
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-3566

COMING SOON...

Relocation
Planning Summary
Meeting
4/12, 6-8pm
MCEP, 355 De Haro
Street

明天

“臨時搬遷” 專題討論小組

日期：二零一六年四月二日（星期六）

時間：下午十二時至一時半

地點：1095 Connecticut St

提供免費午餐、及善後清潔服務，西班牙語和粵語傳譯服務

欲知有關臨時遷計劃更詳細資料和有任何疑問，請親臨現場或持電傳
辦公室（地址：1095 Connecticut Street）或致電：

- Thu Banh, tbanh@bridgehousing.com, 415-321-3535
- Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
- Daniel Adams, dadams@bridgehousing.com, 415-321-3599

MAÑANA

即將舉行...

“臨時搬遷”
專題討論小組

日期：二零一六年四月
十二日

時間：下午六時至八時

地點：NABE,
959 De Haro St

Grupo Focal sobre la Planificación de Mudanzas

2 de abril, 2016

12 - 1:30pm

#1095 calle Connecticut

*Se proporcionará almuerzo.
Cuidado infantil disponible.
Interpretación en español y cantonés disponible*

Para más información, visita las Oficinas de Rebuild Potrero en #1095
calle Connecticut, o comunícalas con:
Thu Banh, tbanh@bridgehousing.com, 415-321-3535
Uzuri Pease Greene, ugreene@bridgehousing.com, 415-368-4436
Daniel Adams, dadams@bridgehousing.com, 415-321-3599

PRÓXIMAMENTE...

Reunión de Sumario
sobre la
Planificación de Mu-
danzas
07/12, 8-9pm NABE,
#959 calle De Haro

TOMORROW

Relocation Planning Summary Meeting

April 12, 2016

6 - 8 pm

Potrero Hill Neighborhood
House (Nabe),

*Dinner served. Child watch available.
Spanish & Cantonese translation available.*

For more information, visit the
Rebuild Potrero Office at 1095
Connecticut Street or contact:

•Thu Banh
tbanh@bridgehousing.com
415-321-3535

•Uzuri Pease Greene
ugreene@bridgehousing.com
415-368-4436

•Daniel Adams
dadams@bridgehousing.com
415-321-3599

明天

“臨時搬遷” 規劃匯報會議

日期：二零一六年四月十二日（星期二）

時間：下午六時至八時

地址：波特羅社區中心（地址：1095 Connecticut Street）或聯絡：

提供免費晚餐、及看顧兒童服務
西班牙語和粵語傳譯服務

欲知有關該項計劃更詳盡資料和
有任何疑問，請與區區主任林偉傑
聯絡（地址：1095 Connecticut
Street）或聯絡：

- Thu Banh
tbanh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-368-4436
- Daniel Adams
dadams@bridgehousing.com
415-321-3566

MAÑANA

Reunión de Sumario sobre la Planificación de Mudanzas

12 de abril, 2016

6 - 8 pm

WHEE, #958 calle De Haro

*Se proporcionará cena.
Se ofrecerá cuidado infantil.
Interpretación en español y
cantonés disponible.*

Para más información, visita las
Oficinas de Rebuild Potrero en
#1095 calle Connecticut, o
comunicate con:

- Thu Banh
tbanh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-368-4436
- Daniel Adams
dadams@bridgehousing.com
415-321-3566

TONIGHT

Relocation Planning Summary Meeting

April 12, 2016

6 - 8 pm

Potrero Hill Neighborhood
House (Nabel),

*Dinner served. Child watch available.
Spanish & Cantonese translation available.*

For more information, visit the
Rebuild Potrero Office at 1095
Connecticut Street or contact:

- Thu Banh
tbanh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-368-4436
- Daniel Adams
dadams@bridgehousing.com
415-321-3566

今晚

“臨時搬遷” 規劃匯報會議

日期：二零一六年四月十二日（星期二）

時間：下午六時至八時

地點：波特雷羅聯合中心 (12351, 264 De Haro St)

提供免費晚餐、及看顧兒童服務
西班牙語和粵語傳譯服務

欲知有關建築設計圖則請與資料和
責任經理，請與波特雷羅重建
辦公室（地址：1095 Connecticut
Street）或聯絡：

- Thu Barh
tbarh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-321-4439
- Daniel Adams
dadams@bridgehousing.com
415-321-3563

ESTA NOCHE

Reunión de Sumario sobre la Planificación de Mudanzas

12 de abril, 2016

6 - 8pm

MADE, #264 calle De Haro

*Se proporcionará cena.
Se ofrecerá cuidado infantil.
Interpretación en español y
cantonés disponible.*

Para más información, visita las
Oficinas de Rebuild Potrero en
#1095 calle Connecticut, o
comunícate con:

- Thu Barh
tbarh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-321-4439
- Daniel Adams
dadams@bridgehousing.com
415-321-3563

Relocation Planning Summary Meeting

April 12, 2010
6 - 8 pm
Potrero Hill Neighborhood House (Habel),
858 De Haro Street

*Dinner served. Child watch available.
Spanish & Cantonese translation available.*

For more information, visit the Rebuild Potrero Office at 1095 Connecticut Street or contact:

- Thu Banh
tbanh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-368-4438
- Daniel Adams
dadams@bridgehousing.com
415-321-3588

“臨時搬遷” 規劃匯報會議

欲知有關搬遷計劃詳情請與我們和
有任何疑問，請親臨或電洽丹頓保
新公司（地址：1095 Connecticut
Street）或聯絡：

- Thu Banh
tbanh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-368-4438
- Daniel Adams
dadams@bridgehousing.com
415-321-3588

日期：二零一零年四月十二日（星期二）

時間：下午六時至八時

地點：澳特管理聯合中心（樓上），858 De Haro 街

提供免費晚餐、及看顧兒童服務
西班牙語和粵語傳譯服務

Reunión de Sumario sobre la Planificación de Mudanzas

Para más información, visite las
Oficinas de Rebuild Potrero en
1095 calle Connecticut, o
comuníquese con:

- Thu Banh
tbanh@bridgehousing.com
415-321-3535
- Uzuri Pease Greene
ugreene@bridgehousing.com
415-368-4438
- Daniel Adams
dadams@bridgehousing.com
415-321-3588

12 de abril, 2010
6 - 8 pm
HALE, #858 calle De Haro

*Se proporcionará cena.
Se ofrecerá cuidado infantil.
Interpretación en español y
cantonés disponible.*

Right to Return for Potrero HOPE SF

Households living in public housing at Potrero Terrace and Potrero Annex Public Housing sites ("Potrero") will need to move from existing housing units in order for new housing to be constructed as part of the revitalization of these sites.

After the sites have been revitalized, as a Potrero public housing household, you will have the right to move into a revitalized unit if your household is in "**good standing**" with the San Francisco Housing Authority ("SFHA"). Good standing means your household has not been evicted or served with a summons and complaint for eviction by SFHA by the time the household receives a written Notice of Eligibility for relocation benefits, which is issued to the household at least 90 days before it is time for the household to move.

To help ensure that your household remains in good standing as well as remain eligible for relocation benefits, it is very important that each household is paying rent and complying with the SFHA lease until it is time for your household to move! Paying rent on time and paying any back rent owed under an agreement with SFHA will ensure your household remains eligible for a new housing unit, which is called your household's "**right to return**".

It is also very important that if there are members of your household whose names are not on the lease, that you immediately notify the property manager at your property, so that the SFHA can determine whether these individuals' names can be added to the lease. If they are added, then they will be considered part of your household that is offered a new housing unit. This is SFHA's "**add lease**" program.

Potrero households in good standing will be offered a new housing unit in the revitalized Potrero development. Potrero households in good standing will be offered a new housing unit in the revitalized Potrero development. Some households may have a choice to move into a new affordable housing unit in another San Francisco neighborhood, if there are any available. Under current law, once a household accepts the new housing, that unit is the permanent new home for that household.

Households cannot split up into more than one new unit.

This handout summarizes your right to return under the SFHA Policy adopted by the SFHA Board of Commissioners on February 26, 2009 and the San Francisco Right to

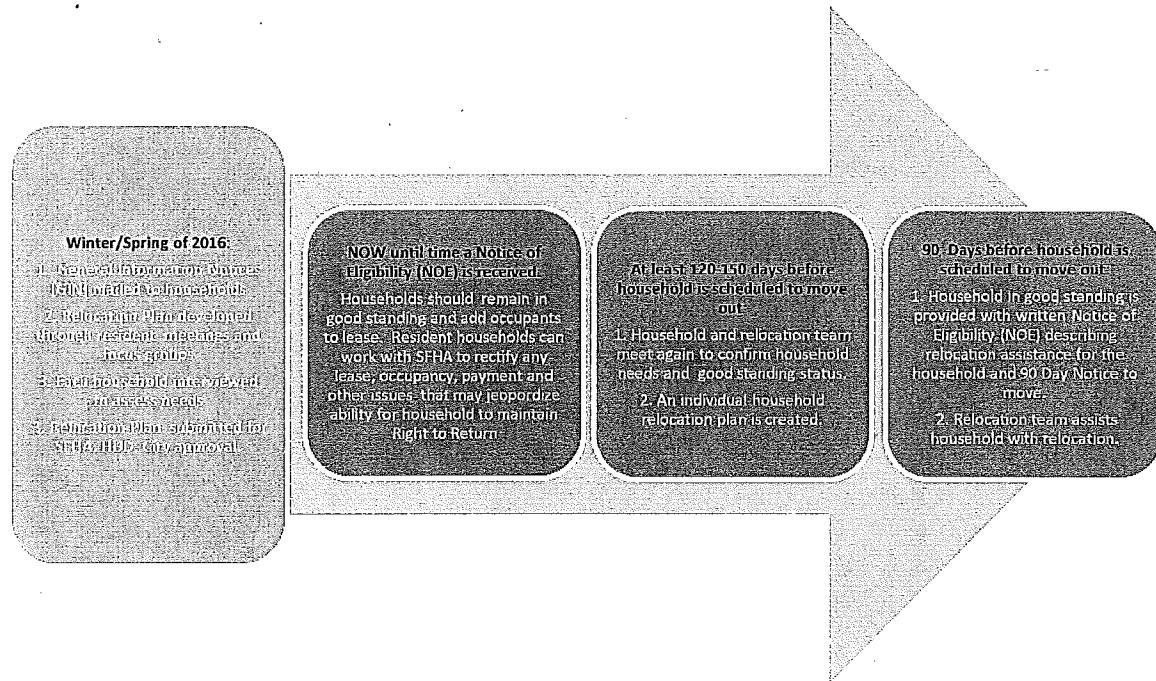
Revitalized Housing Ordinance adopted by the Board of Supervisors on October 15, 2012. Keep this information!

To ask San Francisco Housing Authority about good standing and the add lease program, please contact your SFHA property manager.

Renee Scott, Potrero Property Manager: scottr@SFHA.ORG 415.715.2311
Kendra Crawford, Potrero Property Supervisor crawfordk@SFHA.ORG 415.715.3811
Kim Reeder, Potrero Property Manager: reederk@SFHA.ORG 415.715.2225
Miguel Paltao Jr., Potrero Property Supervisor paltaom@SFHA.ORG 415.715.2025

Relocation Process Handout

Relocation Time Line



Relocation Plan Availability Letter

**NOTIFICATION OF RELOCATION PLAN AVAILABILITY FOR REVIEW AND
COMMENT
AND DIRECTIONS TO PROVIDE WRITTEN COMMENTS**

June 13, 2016

Delivered: First Class Mail

Dear Potrero Hill Resident:

As you may be aware, BRIDGE-Potrero Community Associates, a California limited liability company (an affiliate of BRIDGE Housing) and the San Francisco Housing Authority (SFHA) are proceeding with the relocation planning for the households for the Potrero Hill Public Housing Community. The relocation planning is for the future revitalization of Potrero Hill with new replacement housing for existing households, new affordable and market rate housing, new parks and streets, and neighborhood services.

Overland, Pacific & Cutler, Inc. (OPC) is writing the Master Relocation Plan for the overall relocation program to be implemented at Potrero Hill in accordance with the federal Uniform Relocation Act (URA) and the California Relocation Assistance Guidelines (Guidelines). The Master Relocation Plan will provide guidance to the relocation team and provides the residents of Potrero Hill with an overview of how they are protected and what they can expect from the relocation program. This plan does not provide specific timelines for when your household may move; those details will be provided to you at a later date by the relocation team, who will help you prepare for your relocation and ensure that you and your household are taken care of during the relocation process.

In accordance with Section 6038 of the Guidelines, this plan shall be made available to you for a period of 30 days to review and provide comment.

A copy of this plan is available for your review at these locations starting on June 15, 2016:

- BRIDGE Housing Offices - 1095 Connecticut St
- HGP/Annex Tenant Council -5 Watchman Way
- Terrace Tenant Council - 1024 Connecticut St
- The Nabe - 953 De Haro St.

- Y Terrace office - 1805-25th St.
- EOC - 85 Turner Terrace
- CARE - 107 Dakota St.
- Y Annex office - 751 Missouri St.
- Potrero Hill Health Center - 1050 Wisconsin St.

The plan may also be accessed online at www.sfha.org and www.sfmohcd.org.
We solicit and welcome your comments to the Relocation Plan.

Please direct written comments and/or questions to:

Chad Wakefield
Overland, Pacific & Cutler, Inc.
7901 Oakport Street, Suite 4800, Oakland, California 94621
cwakefield@opcservices.com
Fax: (562) 304-2020

You may send your comments by mail or by email to the address provided above.
Your comments must be received at one of the mailing addresses provided above
by July 15, 2016 to be considered in the final relocation plan.

This plan will be heard for approval by the San Francisco Housing Authority Commission (Commission) in July or August of 2016. You will receive further written notice regarding the Commission hearing.

Please be advised that this notice, the summary of the relocation plan, nor the plan are in any way intended to advise residents to begin the relocation process. Please do not take steps to relocate or move prior to receiving advanced notification.

If you have not been interviewed by OPC or Shanti, please contact Liz Benevidez at OPC at 1.800.400.7356 to schedule an interview.

Thank you in advance for your participation in the review and comment process.

Sincerely,



Chad K. Wakefield
Senior Project Manager
Overland, Pacific and Cutler

**NOTIFICACION DE DISPONIBILIDAD DE PLAN DE TRASLADO PARA LA
REVISION Y COMENTARIO Y DIRECCIONS EN PROVEER COMENTARIOS POR
ESCRITO**

13 de junio de 2016
Clase

Entregado: Correo de Primera

Estimado Residente de Potrero Hill:

Como usted sabrá, BRIDGE-Potrero Community Associates, a California limited liability company (un afiliado de BRIDGE Housing) y el San Francisco Housing Authority (SFHA) están avanzando en la planificación de reubicación de los hogares para la Vivienda Pública Comunitaria de Potrero Hill. La planificación de reubicación es para la revitalización de Potrero Hill en el futuro con nuevas viviendas de reemplazo para hogares ya existentes, nuevas viviendas económicas y a precio de mercado, nuevos parques y calles, y los servicios de la vecindad.

Overland, Pacific & Cutler, Inc. (OPC) está escribiendo el Plan Maestro de Reubicación para el programa de reubicación general de Potrero Hill que será implementado en acuerdo con la ley de reubicación uniforme federal (URA) y las directrices de asistencia de reubicación de California (directrices). El Plan Maestro de Reubicación brindará dirección al equipo de reubicación y provee a los residentes de Potrero Hill con una descripción de cómo son protegidos y lo que pueden esperar del programa de reubicación. Este plan no ofrece plazos concretos para cuando su hogar puede mover; los detalles se les proveerá más tarde por el equipo de reubicación, quien le ayudará a prepararse para su reubicación y asegurar que usted y su hogar sean atendidos durante el proceso de reubicación.

En conforme con la sección 6038 de las Directrices, este plan se pondrá a su disposición durante un período de 30 días para revisar y ofrecer sus comentarios.

Una copia de este plan está disponible para su revisión en los siguientes lugares empezando el 15 de junio de 2016:

- BRIDGE Housing Office- 1095 Connecticut St
- HGP/Annex Tenant Council -5 Watchman Way
- Terrace Tenant Council - 1024 Connecticut St

- The Nabe - 953 De Haro St.
- Y Terrace Office - 1805-25th St.
- EOC - 85 Turner Terrace
- CARE - 107 Dakota St.
- Y Annex Office - 751 Missouri St.
- Potrero Hill Health Center - 1050 Wisconsin St.

El plan también se puede acceder en línea en www.sfha.org y www.sfmohcd.org. Solicitamos y damos la bienvenida a sus comentarios al plan de reubicación.

Por favor dirija sus comentarios por escrito y/o preguntas a:

Chad Wakefield
Overland, Pacific & Cutler, Inc.
7901 Oakport Street, Suite 4800, Oakland, California 94621
cwakefield@opcservices.com

Puede enviar sus comentarios por correo o por correo electrónico al domicilio proveído encima. Sus comentarios deben ser recibidos en uno de los domicilios proveído encima antes del 15 de julio de 2016 para ser considerado en el plan final de reubicación.

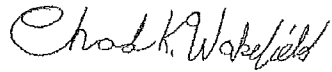
Este plan será escuchado para aprobación por la Comisión de San Francisco Housing Authority (Comisión) en julio o agosto de 2016. Recibirá otro aviso por escrito con respecto a la audiencia de la Comisión.

Por favor tenga en cuenta que este aviso, el resumen del plan de reubicación, ni el plan son de ninguna manera un intento en aconsejar a los residentes a comenzar el proceso de reubicación. Por favor, no tome medidas para reubicar o mover antes de recibir notificación en avacé.

Si no ha sido entrevistado por OPC o Shanti, por favor comuníquese con Liz Benevidez de OPC al 1.800.400.7356 para hacer cita para una entrevista.

Gracias de antemano por su participación en la revisión y proceso de comentarios.

Atentamente,



Chad K. Wakefield
Gerente de Proyecto Mayor
Overland, Pacific and Cutler

供审查和评论的搬迁计划通知
以及对提供意见的指导

2016 年 6 月 15 日

递送：普通邮件

尊敬的 Potrero Hill 居民：

正如您所知 BRIDGE-Potrero Community Associates (一家加州有限责任公司系 BRIDGE Housing 附属公司) 与旧金山住房管理局 (SFHA) 正在着手针对 Potrero Hill 公共住房社区家庭的搬迁计划。搬迁计划准备通过代替现有住房的新替换住房、新经济适用房和市价住房、新公园及街道邻里街区服务，振兴 Potrero Hill 的未来。

Overland, Pacific & Cutler, Inc. (OPC) 正根据联邦《统一搬迁法案》(URA) 和《加州搬迁协助指导方针》(简称为“指导方针”)，制定将要在 Potrero Hill 实施的整体搬迁方案的总体搬迁计划。总体搬迁计划将为搬迁团队提供指导，并让 Potrero Hill 的居民大体了解他们将获得怎样的保护以及可以怎样受益于搬迁方案。这份计划不会提供您的住房搬迁时间的具体时间表；这些细节将在以后由搬迁团队向您提供，该团队将帮助您准备搬迁，并确保您和您的家庭在搬迁过程中能得到照顾。

根据指导方针第 6038 款，为您提供的此计划有 30 天期限可供您审查和提供意见。

自 2016 年 6 月 13 日起 将在以下地点向您提供一份本计划供您审查：

- BRIDGE Housing 办事处 — 1095 Connecticut St
- HGP/Annex 租户委员会 — 5 Watchman Way
- Terrace 租户委员会 — 1024 Connecticut St
- The Nabe — 953 De Haro St.
- Y Terrace 办事处 — 1805-25th St.
- EOC — 85 Turner Terrace
- CARE — 107 Dakota St.
- Y Annex 办事处 — 751 Missouri St.
- Potrero Hill 卫生院 — 1050 Wisconsin St.

该计划可以在www.sfha.org 和www.sfmohcd.org 在线获取。
我们诚挚并欢迎您对搬迁计划发表意见。

请将书面意见和/或问题提交至：

Chad Wakefield
Overland, Pacific & Cutler, Inc.
7901 Oakport Street, Suite 4800, Oakland, California 94621
cwakefield@opcservices.com

您可以通过邮件或电子邮件将意见寄送至以上地址。您的意见必须在 2016 年 7 月 15 日之前送达以上提供的其中一个邮寄地址，才能在最终搬迁计划中予以考虑。


此计划将于 2016 年 7 月或 8 月由旧金山住房管理局委员会（简称“委员会”）举行听证会以进行审批。您将收到关于委员会听证会的进一步书面通知。

请注意，本通知 搬迁计划摘要及其完整计划并非以任何方式试图对居民开始搬迁流程。在收到搬迁通知前，请不要采取措施进行搬迁或搬家。

如果您还没有接受 OPC 或 Shanti 的面试，请拨打 1.800.400.7356 联络 OPC 的 Liz Benevidez，安排面试。

提前感谢您参与审查和评论流程。

谨致，



Chad K. Wakefield
Overland, Pacific and Cutler
高级项目经理

Relocation Plan Summary

Potrero Hill HOPE SF Master Relocation Plan Summary

This document is a summary of the draft Master Relocation Plan for the Potrero HOPE SF. Please review this and give us your comments. You can contact us as described at the end of this document. Please be advised that this summary of the relocation plan, nor the plan are in any way intended to advise residents to begin the relocation process. Please do not take steps to relocate or move prior to receiving advanced notification.

Introduction: The San Francisco Housing Authority (SFHA) selected the BRIDGE-Potrero Community Associates, a California limited liability company (“Developer”) to develop and carry out a revitalization plan for Potrero Hill (“Project”).

The Project is comprised of 5 phases of demolition and construction of Replacement Public Housing Units and other housing units. All Potrero Hill (“Potrero”) households will be relocated from their current units to other on- and off-site housing units (“Relocation Units”). The estimated schedule for the construction of the new housing units, streets, utilities and neighborhood serving facilities is from 2018-2028. The Project will develop between 1600 and 1700 housing units including the replacement of up to 606 public housing units (“Replacement Public Housing Units”). SFHA determined that the Developer will develop a Master Relocation Plan and implement the Plan.

Potrero Households have numerous protections including rights to Federal and State relocation assistance in accordance with Federal and State relocation assistance laws. In accordance with the City of San Francisco’s Right to Return to Revitalized Housing Ordinance, households who remain in Good Standing, meaning those households that have not been evicted or been served with a summons and complaint for eviction by SFHA have the Right to Return to a revitalized housing unit. Upon completion of the new units, each Potrero household will be moved to a newly constructed unit that meets their needs within the new Potrero development. Some Potrero households may have the opportunity to move voluntarily and permanently to affordable units in other neighborhoods. Current non-residential occupants will also be required to relocate and in some cases be able to take occupancy in a new space at Potrero.

SFHA will continue to own the land where all affordable units are located, including the Replacement Public Housing Units. SFHA will execute long term ground leases with individual limited partnerships in which affiliates of the Developer are general partners.

The new housing will be owned and managed by these entities established for those purposes.

Purpose of the Relocation Plan: This document is a summary of the Master Relocation Plan developed for the Project. The purpose of the Relocation Plan is to describe the relocation requirements under local, state and federal laws to assist SFHA and the Developer in implementing the relocation. The Plan is also a way to communicate relocation rights, benefits and eligibility criteria of the required relocation program to the Potrero households.

Federal and State Relocation Laws for the Project: The Project is being assisted by federal funding sources including HUD's Choice Neighborhood Initiative (CNI) and proposes to use other federal funds including HOME, CDBG and potentially Rental Assistance Demonstration. The federal funds require that the SFHA provide a relocation program including relocation planning and assistance in accordance with the Uniform Relocation Act (URA). The City of San Francisco funding to the Project requires the relocation program is also in accordance with the State of California Relocation Assistance Law (CRAL) and Guidelines (Guidelines).

Relocation Program Requirements: The primary relocation responsibilities of SFHA and the Developer under the URA and CRAL include the following;

1. Prepare a Relocation Plan (Plan), receive comments on the Plan during a 30 Day Comment Period, and present the Plan to the SFHA Board of Commissioners for approval.
2. Provide Counseling and Relocation Advisory Services to help residents to prepare for and execute their relocation.
3. Provide Written Relocation Notices to Potrero households, including a Notice of Eligibility (NOE) describing the household's relocation benefits and a 90 Day Notice to Vacate to be issued 90 days before the household is to move.
4. Provide temporary housing or help the household secure permanent replacement housing.
5. Provide Moving Assistance to temporary and/or permanent replacement housing.
6. Provide an opportunity to Appeal Relocation Decisions.

Relocation Assistance Team: Potrero households will work with the relocation team throughout the relocation process starting with resident meetings and focus groups, and individual household interviews. The relocation team will work with all households prior to and during each phase of the Project to create an individual relocation plan for the household and then execute their relocation.

Relocation Notification Plan: The relocation team will provide all required written notifications to the household including their Notice of Eligibility (for relocation benefits), the 90-day Notice to Vacate, and a 30-day Notice to Vacate. Depending upon the final funding plan for the Project, additional written notifications may be required. All notices will be translated into the household's primary language, personally served and explained where possible or delivered certified return receipt mail.

Moving Assistance Plan: The relocation team will meet with each household to explain the moving assistance services that will be made available to them. The Developer expects to hire a moving contractor (or multiple contractors if needed) to provide moving services. Services would include full packing, moving, loading, unloading, unpacking, and full replacement value insurance necessary to move the household's personal property to and from their relocation housing unit. Similar services will be provided to households being directly relocated to their new replacement unit.

Additional vendors may be needed for debris hauling services and other services that may be needed by senior and/or disabled households. These needs will be handled on a phase by phase, case by case basis. Such services are referred to as related services. All moving and related services will be directly paid for by the Developer.

Residents' Right to Return to Revitalized Housing: In addition to the URA and CRAL requirements that protect Potrero household, San Francisco's Right to Return to Revitalized Housing Ordinance provides that public housing households have a right to revitalized housing and relocation assistance after a relocation from their original unit, so long as the household is in good standing, meaning that it is not in the eviction process or has not been evicted by SFHA.

The Ordinance treats all lawful tenants residing within a unit as a household, and the household shall be eligible to return to a single revitalized unit and not separate replacement units.

All current households, whose tenancy at Potrero was not lawfully terminated prior to, or after, the Initiation Date (date of first notice for eligibility for relocation assistance), shall have a right to, and the highest priority for, a replacement unit at the new Potrero development.

Replacement Housing Plan: The existing Potrero housing units will be replaced by the Project. Most of the new replacement units will be constructed on the Site but it is anticipated that some new replacement units will be located outside of the Site, including in the immediate area or in other neighborhoods.

All households will be required to vacate their current or original units to accommodate the demolition and construction process. The construction of units is expected to last longer than 12-months per phase. The primary replacement housing resource will be the units to be built by the Developer; however, some households may need to be temporarily relocated off-site to housing arranged for by the Developer on their behalf during construction of new units at Potrero.

The Plan is to move as many households from their original units to vacant units at Potrero. In essence, the households that will be able to be relocated on-site during the construction will be transferred to another low income public housing unit.

Any increased housing cost related to temporary housing will be paid for by the Developer.

Required Relocation Plan Review Period: In accordance with the Guidelines, the draft Plan is required to be circulated for a 30-day public review and comment period.

The draft Plan will be made available to each Project household and non-residential occupant for a 30-day review period so that written and verbal comments on the draft Plan can be collected. Potrero households are receiving a written notice that the draft Plan is available to read and that the Plan is summarized in this document. Non-Potrero residents, including public agencies, advocacy groups and other interested parties, will also be invited to provide written comments to the draft Plan. The comment period will open from June 15, 2016 to July 15, 2016.

A copy of this Plan will be available for review at the following locations (all in San Francisco, CA 94107) beginning on June 15, 2016:

- BRIDGE Housing Offices - 1095 Connecticut St

- HGP/Annex Tenant Council -5 Watchman Way
- Terrace Tenant Council - 1024 Connecticut St
- The Nabe - 953 De Haro St.
- Y Terrace office - 1805-25th St.
- EOC - 85 Turner Terrace
- CARE - 107 Dakota St.
- Y Annex office - 751 Missouri St.
- Potrero Hill Health Center - 1050 Wisconsin St.

The draft Plan may also be accessed online at www.sfha.org and www.sfmohcd.org.

The draft Plan will be revised to incorporate all comments received related to the Plan.

The revised Plan will be presented for approval to the San Francisco Housing Authority Commission (Commission) this Summer, 2016. A written notice will be mailed to the Potrero households about the Commission hearing that can be attended and comments submitted in person.

Any written comments or questions received will be included in the Final Master Relocation Plan to be presented to the Commission for approval.

All written comments should be mailed, faxed, or emailed by July 15, 2016 to:

Chad Wakefield
Senior Project Manager
Overland, Pacific and Cutler
7901 Oakport Street, Suite 4800
Oakland, CA 94621
Email: cwakefield@opcservices.com
Fax: (562) 304-2020

Verbal comments may be discussed with Chad at 510.760.6071 by July 15, 2016.

Resumen del Plan de Reubicación Maestro de Potrero Hill HOPE

Este documento es un resumen del Plan preliminares de Reubicación Maestro Para el Potrero HOPE SF. Por favor revise esto y denos sus comentarios. Se puede comunicarse con nosotros conforme es descrito al final del documento. Por favor tenga en cuenta que este resumen del plan de reubicación, ni el plan, son de ninguna manera un intento de aconsejar a los residentes a comenzar el proceso de reubicación. Por favor, no tome medidas para reubicar o mover antes de recibir notificación en avacé.

Introducción: El San Francisco Housing Authority (SFHA) seleccionó a BRIDGE-Potrero Community Associates, a California limited liability company (“Desarrollador”) para desarrollar y llevar a cabo un plan de revitalización de Potrero Hill (“Proyecto”).

El proyecto se compone de 5 fases de la demolición y construcción de unidades públicas de vivienda de reemplazo y otras unidades de vivienda. Todos los hogares de Potrero Hill (“Potrero”) se trasladarán de sus unidades actuales a otras unidades de vivienda en y fuera del sitio (“Unidades de Reubicación”). El horario estimado para la construcción de nuevas viviendas, calles, utilidades e instalaciones de servicio para la vecindad es de 2018-2028. El proyecto desarrollará entre 1600 y 1700 viviendas incluyendo la sustitución de hasta 606 unidades de vivienda (“Unidades Públicas De Vivienda De Reemplazo”). SFHA determinó que el desarrollador va a desarrollar un Plan de Reubicación Maestro e Implementar el Plan.

Hogares de Potrero tienen numerosas protecciones incluyendo derechos Federales y Estatales de asistencia de reubicación en acuerdo con leyes de asistencia de reubicación Federales y Estatales. En acuerdo con la Ordenanza del Derecho Para Volver a Viviendas Revitalizadas de la Ciudad de San Francisco, hogares que siguen en buen pie, es decir, aquellos hogares que no han sido expulsados o han sido servidos con una citación y la denuncia de desalojo por SFHA, tienen Derecho a Volver a una unidad de vivienda revitalizada. Al finalizar las nuevas unidades, cada hogar de Potrero será movido a una unidad recién construida que satisfaga sus necesidades dentro del nuevo desarrollo de Potrero. Algunos hogares de Potrero podrán tener la oportunidad de moverse voluntariamente y permanentemente a unidades económicas en otras vecindades. También será necesario reubicar ocupantes actuales que no son

residentes y, en algunos casos, sea posible de tomar la ocupación en un nuevo espacio en Potrero.

SFHA seguirá como dueño del terreno donde se ubican todas las unidades económicas, incluyendo Unidades Públicas De Vivienda De Reemplazo. SFHA ejecutará arrendamientos de terreno a largo plazo con sociedades limitadas individuales en las que afiliados del desarrollador son socios generales. La nueva vivienda será propiedad de y manejada por estas entidades establecidas para esos propósitos.

Propósito del Plan de Reubicación: Este documento es un resumen del Plan de Reubicación Maestro desarrollado para el Proyecto. El propósito del Plan de Reubicación es para describir los requisitos de reubicación bajo leyes local, estatal y federal para asistir SFHA y el desarrollador en implementando la reubicación. El Plan también es una manera para comunicar los derechos de reubicación, beneficios y criterios de elegibilidad del programa de reubicación requerido de los hogares de Potrero.

Leyes de Reubicación Federal y Estatal Para El Proyecto: El Proyecto será asistido por fondos federales incluyendo HUD's Choice Neighborhood Initiative (CNI) y propone usar otros fondos federales incluyendo HOME, CDBG y posiblemente Rental Assistance Demonstration (Asistencia de Demonstración de Renta). Los fondos federales requieren que el SFHA provea un programa de reubicación incluyendo planeando para reubicación y asistencia en acuerdo con Uniform Relocation Act (URA). Los fondos para el proyecto de parte de la ciudad de San Francisco requieren que el programa de reubicación también este en acuerdo con State of California Relocation Assistance Law (CRAL) y las Directrices (Directrices).

Requisitos del Programa de Reubicación: Las responsabilidades principales de reubicación de SFHA y el Desarrollador bajo el URA y CRAL incluyen lo siguiente;

7. Preparar un Plan de Reubicación (Plan), recibir comentarios sobre el Plan durante un periodo de comentario de 30 días, y presentar el Plan a la Junta de Comisionados de SFHA para su aprobación.
8. Proveer consejería y Servicios Consultivos de Reubicación para ayudar los residentes en preparar y ejecutar su reubicación.

9. Proveer Noticia de Reubicación por Escrito a los hogares de Potrero, incluyendo un Aviso de Elegibilidad (NOE) describiendo los beneficios de reubicación para el hogar y un Aviso Para Desalojar de 90 Días que se dará 90 días antes que se moverá el hogar.
10. Proveer vivienda temporal o ayudar el hogar asegurar una vivienda de reemplazo.
11. Proveer Asistencia Móvil a vivienda de reemplazo temporal y/o permanente.
12. Proveer una oportunidad para Apelar Decisiones de Reubicación.

Equipo de Asistencia de Reubicación: Hogares de Potrero trabajarán con el equipo de reubicación en todo el proceso de reubicación a partir de reuniones residenciales y grupos de enfoque, y entrevistas de hogares individuales. El equipo de reubicación trabajará con todos los hogares antes y durante cada fase del proyecto para crear un plan individual de reubicación para el hogar y luego ejecutar su reubicación.

Plan de Notificación de Reubicación: El equipo de reubicación proveerá todas las notificaciones escritas necesarias al hogar incluyendo su Aviso de Elegibilidad (para beneficios del reubicación), el Aviso de 90 Días Para Desalojar y un Aviso de 30 Días Para Desalojar. Dependiendo el plan de fondos final del proyecto, notificaciones adicionales pueden ser necesarias. Todos los avisos serán traducidos al idioma principal de la casa, personalmente servido y explicado donde sea posible o entregado por correo certificado con recibo de regreso.

Plan de Asistencia Móvil: El equipo de reubicación se reunirá con cada hogar para explicar los servicios de asistencia móvil que estarán disponibles para ellos. El desarrollador espera contratar a un contratista de movimiento (o varios contratistas si es necesario) para proveer servicios móviles. Servicios incluyen embalaje completo, mudanza, carga, descarga, desembalaje y seguro necesario del valor completo de reemplazo para mover bienes de y al hogar de vivienda de reemplazo. Servicios similares se proveerán a los hogares que se trasladan directamente a su nueva unidad de reemplazo.

Vendedores adicionales pueden ser necesarios para servicios de acarreo de escombros y otros servicios que sean necesarios para hogares de mayores o discapacitados. Estas necesidades se atenderán en fase por fase, y caso por caso.

Estos servicios se refieren como servicios relacionados. Todos servicios móviles y relacionados se pagarán directamente por el desarrollador.

Derecho de Retorno de Residentes de Viviendas Revitalizadas: Además de los requisitos de URA y CRAL que protegen a los hogares de Potrero, la Ordenanza de San Francisco de Derechos de Retorno de vivienda revitalizada provee que hogares de vivienda pública tienen derecho a vivienda revitalizada y asistencia para la reubicación después de una reubicación de su unidad original, siempre y cuando el hogar está en buen estado, lo que significa que no está en el proceso de desalojo o no ha sido desalojado por SFHA.

La Ordenanza trata a todos los inquilinos legales que residen dentro de una unidad como un hogar, y el hogar será elegible para regresar a una sola unidad revitalizada y no unidades de reemplazo separadas.

Todos los hogares actuales, con tenencia en Potrero que no fue terminada legalmente antes o después, de la fecha de iniciación (fecha del primer aviso de elegibilidad para asistencia para la reubicación), tendrá derecho a, y la prioridad más alta para, una unidad de reemplazo en el nuevo desarrollo de Potrero.

Plan de Reemplazo de Vivienda: Las unidades de vivienda existentes de Potrero se sustituirán por el proyecto. La mayoría de las nuevas unidades de reemplazo se construirá en el sitio, pero se espera que algunas nuevas unidades de reemplazo estén ubicadas fuera del sitio, incluyendo en las inmediaciones o en otras vecindades.

Todos los hogares deberán desalojar sus unidades actuales u originales para acomodar el proceso de demolición y construcción. La construcción de unidades se espera que dure más de 12 meses por fase. El recurso principal de vivienda de reemplazo serán las unidades que serán construidas por el desarrollador; sin embargo, algunos hogares pueden necesitar ser reubicados temporalmente fuera del sitio a la vivienda dispuesta por el desarrollador en su nombre durante la construcción de nuevas unidades en Potrero.

El Plan es de mover cuantos tantos hogares sean posibles de sus unidades originales a unidades vacantes en Potrero. En esencia, los hogares que podrán ser reubicados en

el sitio durante la construcción serán transferidas a otra unidad de bajos recursos de vivienda pública.

Cualquier gasto de vivienda aumentado relacionado con vivienda temporal será pagado por el Desarrollador.

Período de Revisión del Plan de Reubicación Requerido: Conforme las directrices, es necesario que el Plan propuesto sea circulado para revisión pública de 30 días y período de comentarios.

El proyecto de Plan estará disponible para cada hogar del Proyecto y ocupantes que no son residentes por un periodo de revisión de 30 días para que los comentarios escritos y verbales sobre el Plan propuesto puedan ser coleccionados. Hogares de Potrero recibirán una notificación por escrito que el Plan propuesto está disponible para leer y que el Plan se resume en este documento. Residentes que no son de Potrero, incluyendo agencias públicas, grupos de defensa y otras partes interesadas, también serán invitados para proveer comentarios sobre el Plan propuesto. Se abrirá el período de comentarios del 15 de junio de 2016 a 15 de julio de 2016.

Una copia de este Plan estará disponible para revisión en los siguientes sitios (todos en San Francisco, CA 94107) a partir del 15 de junio de 2016:

- BRIDGE Housing Offices - 1095 Connecticut St
- HGP/Annex Tenant Council -5 Watchman Way
- Terrace Tenant Council - 1024 Connecticut St
- The Nabe - 953 De Haro St.
- Y Terrace office - 1805-25th St.
- EOC - 85 Turner Terrace
- CARE - 107 Dakota St.
- Y Annex office - 751 Missouri St.
- Potrero Hill Health Center - 1050 Wisconsin St.

El Plan propuesto también se puede acceder en línea en www.sfha.org y www.sfmohcd.org. El Plan propuesto será revisado para incorporar todos los comentarios recibidos relacionados al Plan.

El Plan revisado será presentado para aprobación por la Comisión de San Francisco Housing Authority (Comisión) este verano, 2016. Un aviso escrito será enviado por correo a los hogares de Potrero sobre la audiencia de la Comisión que puede ser atendida y comentarios ser sometidos en persona.

Cualquier comentario escrito o preguntas recibidas serán incluidos en el Plan Final de Reubicación Maestro para ser presentado a la Comisión para la aprobación.

Todos los comentarios por escrito deben ser enviados por correo, faxed, o enviados por correo electrónico hasta el 15 de julio de 2016 a:

Chad Wakefield
Gerente Mayor de Proyecto
Overland, Pacific and Cutler
7901 Oakport Street, Suite 4800
Oakland, CA 94621
Email: cwakefield@opcservices.com
Fax: (562) 304-2020

Comentarios verbales pueden ser discutidos con Chad al 510.760.6071 hasta el 15 de julio de 2016

Potrero Hill HOPE SF 总体搬迁计划摘要

本文件为 Potrero HOPE SF
总体搬迁计划草案摘要。请仔细阅读本文内容并向我们提出您的意见。您可以按照本文件结尾部分注明的联系方式与我们联络。请注意，本搬迁计划摘要及其完整计划均以任何方式劝阻居民开始搬迁流程。在收到提前通知之前，请不要采取行动进行搬迁或搬家。

简介：旧金山住房管理局 (SFHA) 已选定由加州有限责任公司 BRIDGE-Potrero Community Associates (以下简称为“开发商”) 负责开发并执行 Potrero Hill 修缮计划 (以下简称为“项目”)。

此项目由5 个阶段组成，包括对替代性公共住房单位及其他住房单位的拆除和修建工作。所有 Potrero Hill (以下简称为“Potrero”) 家庭将从现居住单位搬迁至其他的原址或非原址住房单位 (以下简称为“搬迁单位”)。全新住房单位、街道、公用设施及邻里街服务设施的预计施工时间为 2018-2028 年。此项目将开发 1600-1700 个住房单位，包括替代的 606 个公共住房单位 (以下简称为“替代性公共住房单位”)。SFHA 决定由开发商负责开发和实施总体搬迁计划。

Potrero

家庭可以获得多项保护，包括如何联邦及州搬迁援助法案的规定和联邦及州搬迁援助的权利。根据《旧金山可搬回已修缮住房的权利条例》(City of San Francisco’s Right to Return to Revitalized Housing Ordinance) 的规定，声誉良好的家庭 (即这些家庭既未被 SFHA 驱逐也未收到来自 SFHA 的驱逐传票和诉讼) 有权搬回已修缮的住房单位。在全新单位竣工后，每个 Potrero 家庭都会搬入新 Potrero 开发区内的新建单位，该单位能够满足他们各种需求。部分 Potrero 家庭可能有机会自愿且永久地搬入其他邻里街区的经济适用房单位。现有的非住宅区居住者也需要搬迁，在某些情况下，他们能够入住 Potrero 的新空间。

SFHA 将继续拥有所有经济适用房单位所占用的土地，包括替代性公共住房单位。SFHA

将对个别的有限合伙企业进行长期土地租赁协定，开发商的附属公司在此类有限合伙企业中为普通合伙企业。

全新住房将把这些为此目的而设立的实体所有和管理。

搬迁计划的目的：本文件是专为本项目编定的总体搬迁计划摘要。搬迁计划旨在按照本地、州及联邦法律的规定描述搬迁要求，以协助 SFHA 和开发商实施搬迁。本计划也是向 Potrero 家庭专去规定的搬迁计划的搬迁权利、福利及资格标准的一种方式。

适用本项目的联邦及州搬迁法律：本项目由联邦资金来源提供援助，包括住房和城市发展部 (HUD) 的住房选择计划 (CNI)，而且，本项目将使用其他联邦基金，包括 HOME、CDBG 以及潜在的租房援助计划 (Rental Assistance Demonstration)。联邦基金要求 SFHA 按照《统一搬迁法案》(URA)

的规定提供搬迁计划，包括搬迁规划和援助。为本项目提供资金的旧金山要求搬迁计划还须符合《加州搬迁援助法》(CRAL) 及《指导方针》(以下简称为“指导方针”) 的规定。

搬迁要求: 根据URA和CRAL的要求, SFHA和开发商需要承担下列主要搬迁责任:

13. 制定搬迁计划(以下简称为计划)、在 30 天内定期采集对计划的意见以及向 SFHA 委员会申请计划审批。
14. 提供每个搬迁顾问服务,以帮助居民准备和实施搬迁。
15. 向 Potrero 家庭提供书面搬迁通知,包括描述家庭搬迁福利的资格通知 (NOE) 以及各个家庭即将迁移的90天前发布的90天迁出通知。
16. 提供临时住房或帮助家庭获得永久替代性住房。
17. 针对临时和/或永久替代性住房提供迁移援助。
18. 提供申请搬迁诉讼的机会。

搬迁援助团队: 从居民会议到业主小组再到个体家庭访谈 Potrero

家庭将在整个搬迁过程中与搬迁团队一起工作。搬迁团队将在本项目的各个阶段之前定期可与所有家庭一起工作,以针对每个家庭制定个体搬迁计划并实施搬迁工作。

搬迁通知计划: 搬迁团队将向各个家庭提供所有必需的书面通知,包括他们的资格通知(适用于搬迁福利)、90天迁出通知以及 30 天迁出通知。根据本项目的最终资金计划,搬迁团队可能还需要提供其他的书面通知。所有通知将被翻译成各个家庭所使用的主要语言、由专人送去并予以解释(如有可能),或者我们将发送经认证的回执邮件。

迁移援助计划: 搬迁团队将会与每个家庭会面,以解释他们将会获得的迁移援助服务。

开发商希望雇用一名迁移承包商(或多名承包商,如有需要),以提供各种迁移服务。

这些服务包括将各个家庭的私人财产从搬迁住房单位搬入和搬出所需的完全包装、移动、装载、卸载、拆解以及全部替换价值保险。直接搬迁至全新的替代性单位的家庭将会获得类似的服务。

开发商可能需要其他供应商来处理废弃物搬迁服务以及年长者和/或残障者家庭可能需要的其他服务。

这些需求将在各个阶段中逐一得到处理。此类服务被称为相关服务。所有迁移和相关服务均由开发商直接支付费用。

居民可搬回已修缮住房的权利: 除了为 Potrero 家庭提供的 URA 和 CRAL 要求外,《旧金山可搬回已修缮住房的权利条例》还规定,如果公共住房家庭的声誉良好(即没有卷入驱逐程序,也未被SFHA 驱逐),则他们在从原居住单位搬迁之后有权对搬回已修缮住房并获得搬迁援助。

该条例将在一个单位中居住的所有合法承租者视为一个家庭,并且,该家庭应当符合搬回单个已修缮单位(而非多个不同的已修缮单位)的条件。

所有在开始日期(首次发布搬迁援助资格通知的日期)之前或之后未被合法终止在 Potrero 的租约的现有家庭均与享有搬回新 Potrero 开发区替代性单位的权利和最高优先权。

替换性住房计划: 现有 Potrero 住房单元将按照项目进行了替换。大部分新替换单元将在原址修建,但有一些新替换单元将在原址外修建,包括附近区

域或其他合理街区。

所有住房必须腾空当前或原单元，以便进行拆除和修建流程。预计每个单元的修建将超过 12 个月。主替换住房资源将由开发商修建的单元；但是一些家庭可能需要暂时搬迁到原址以外，居住在 Potrero 新单元修长期开发商代其安排的住房中。

计划旨在让尽可能多的家庭从其原单元搬到 Potrero 的空闲单元。大体上，在修建过程中能搬迁到原址的家庭 将被转至另一处低收入公共住宅单元。与临时居住相关的任何额外居住费用 将由开发商支付。

规定的搬迁计划审查阶段：根据指导方针，必须分发计划草案 在 30 天的期限内供公众审查和评论。

计划草案将向每个项目家庭和非居民户发放 提供 30 天的审查期限，以便于收集对计划草案的书面和口头意见。如果计划草案可供阅读，且计划已在本文档中进行了总结那么 Potrero 家庭将收到一份书面通知。非 Potrero 居民，包括公共机构、宣传团体和其他利益相关方，也将受邀提供对计划草案的书面意见。评论期限系从 2016 年 6 月 13 日到 2016 年 7 月 15 日期间开放。

自 2016 年 6 月 15 日起 将在以下地点（均位于 San Francisco, CA 94107）提供一份本计划供审查：

- BRIDGE Housing 办事处 — 1095 Connecticut St
- HGP/Annex 租户委员会 — 5 Watchman Way
- Terrace 租户委员会 — 1024 Connecticut St
- The Nabe — 953 De Haro St.
- Y Terrace 办事处 — 1805-25th St.
- EOC — 85 Turner Terrace
- CARE — 107 Dakota St.
- Y Annex 办事处 — 751 Missouri St.
- Potrero Hill 卫生院 — 1050 Wisconsin St.

该计划草案也可以在 www.sfha.org 和 www.sfmohcd.org 在线存取。计划草案将进行修订，以加入关于计划的所有意见。

修订后的计划将在 2016 年夏天提交给旧金山住房管理局委员会（简称委员会）审批。将向 Potrero 家庭邮寄一份书面通知，通知可以出席且本人亲自提交意见的委员会听证会事宜。

所收到的任何书面意见或问题均将纳入到最终总体搬迁计划 提交至委员会审批。

所有书面意见均应在 2016 年 7 月 15 日以前通过邮寄、传真或电子邮件方式发送至：

Chad Wakefield
Senior Project Manager
Overland, Pacific and Cutler
7901 Oakport Street, Suite 4800
Oakland, CA 94621
电子邮件: cwakefield@opcservices.com
传真: (562) 304-2020

在 2016 年 7 月 12 日以前 可以拨打 510.760.6071 与 Chad 讨论任何意见。

D. SAMPLE RELOCATION FORMS

2008 GENERAL INFORMATION NOTICE

**SAN FRANCISCO HOUSING AUTHORITY 440 Turk Street • San Francisco CA •
94102 (415) 554-1200**

September 11, 2008

GENERAL INFORMATION NOTICE – Notice of Non-Displacement
DO NOT MOVE NOTICE

Insert name
Insert address
Dear insert name:

The San Francisco Housing Authority ("Authority") has selected a development team, [name of development team], which consists of (collectively, the "Developer"), to develop a revitalization plan for the [insert name of site where tenant lives]. On [date], the Authority entered into an Exclusive Negotiating Rights Agreement with the Developer to redevelop [name of site]. The revitalization plan is expected to result in the replacement of the existing housing on the site along with new redeveloped mixed-income housing. It is the Authority's intent that all residents in good standing will be relocated to the new housing upon completion. It is also the policy of the Authority that all residents of [insert site name] are treated fairly and that each case is handled in accordance with Federal and State relocation law.

This notice is to inform you of your rights under Federal and State law. If you are relocated for the project, you potentially may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, or section 7260 et. seq. of the California Government Code. This is not a notice to vacate the premises nor is it a notice of eligibility for relocation assistance. Do not move at this time.

We urge you not to move anywhere at this time. Please contact Dominica Henderson before you make plans to move at (415) 715-3210. Staff is available Monday through Friday, from 8:00 AM to 6:00 PM. If you elect to move away for reasons of your choice, you will not be provided relocation assistance.

As part of the revitalization process, the Authority is obligated to meet certain requirements as described below. Before any relocation can begin, the Authority must: Obtain approval from HUD for the proposed disposition of the property to the Developer; and Develop a relocation plan in consultation with the residents; and Give you a minimum of a 90-day notice prior to this temporary or permanent move; and give you the option to perform a self-move or obtain the services of an approved professional moving company. You will be reimbursed for all reasonable moving costs, subject to prior approval. Additional alternatives are being developed to minimize hardships relating to the moves.

You should continue to pay your monthly rent and, if applicable, your stipulated or repayment agreement promptly to the Authority because failure to pay rent and meet your obligations as a tenant, as outlined in your Lease Agreement, may be cause for eviction and loss of any relocation assistance you might be eligible for.

You are urged not to move or sign any agreement to lease a unit elsewhere before receiving formal notice of eligibility for relocation assistance from the Authority. If you move or are evicted before receiving such notice, you may not receive any assistance.

Again, **this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.** This letter is important and should be kept in a safe place. We look forward to assisting you during this transition. Authority staff is available to answer any questions you may have about the revitalization process. If you have any questions regarding the relocation process, please contact Dominica Henderson at (415) 715-3210.

Thank you for your continuing efforts in rebuilding your community!

Sincerely,
Henry A. Alvarez III
Executive Director

SAMPLE RAD RELOCATION NOTICE
(To be used if RAD funds are awarded)

PHA Letterhead

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Dear [Head of Household]:

The property you currently occupy at the Potrero Public Housing property is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

[SELECT THE APPLICABLE PARAGRAPH BELOW]

On [date], the [Public Housing Authority] (PHA) notified you of proposed plans to demolish the property you currently occupy at [address]. On [date], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project.

OR

[Name of entity acquiring the property] (Developer) intends to develop the property you currently occupy. This is a Notice of Intent to Acquire. In order for the Developer to complete the project, you will need to be relocated for [anticipated duration of relocation]. Upon completion of the project, you will be able to lease and occupy another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and move to a newly constructed unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now**. If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive

written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a).

If you choose temporary relocation, your relocation exceeds one year and you qualify as a "relocated person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA. However, you will also have the opportunity to continue residing in the temporary relocation housing unit made available to you for the duration of the period required to construct a new housing for you.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Temporary Housing, which may be on or off-site that will be decent, safe and sanitary. Should there be increased cost for this unit; the Developer will pay those costs on your behalf. You will be notified of its location at least 30 days prior to your move date.
- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move or have the moving cost paid on your behalf. Moving cost include the cost of material, labor, equipment and insurance necessary to move you to temporary housing and any utility transfer fees.
- Advisory services including but not limited to assistance coordinating your move, making requests for reasonable accommodations, preparing any necessary claim forms, and other services your household may require related your relocation.

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. You will be able to elect to have a professional moving company move your household goods to your replacement housing unit. This service will be paid for on your behalf by the Developer. Or you may choose your own mover. The movers cost cannot exceed the lowest responsible bid received by the Developer. You will be required to enter into a self-move agreement should you elect to hire your own mover. Or you may elect a fixed move payment based on the current federal fixed move payment schedule provided below, which is based on the number of

moveable rooms. Your relocation specialist will calculate this payment for you and prepare the appropriate claim form.

Applicable Fixed Move Payment Schedule

# of Moveable Rooms	Typical Unit Size Equivalent	Payment Amount
3 Rooms	Typical 1 BR	\$1,165
4 Rooms	Typical 2 BR	\$1,375
5 Rooms	Typical 3 BR	\$1,665
6 Rooms	Typical 4 BR	\$1,925
7 Rooms	Typical 5 BR	\$2,215
Additional Rooms	i.e. outdoor storage	\$265

Replacement Housing Payment – Section 8 Eligible. If a Section 8 Housing Choice Voucher is available and you are eligible for it, you will be notified under a separate notice. The HCV may satisfy all of your monthly housing cost. If you have increased out of pocket cost you may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.

OR

Replacement Housing Payment – Non Section 8 Eligible. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

Address Rent & Utility Costs Contact Info:

1. _____
2. _____

3.

[Applies to Non-Section 8 Eligible Occupants] We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

[Applies to Section 8 Eligible Occupants] We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount]. This rent and utility is within the current payment standard for the area. If Section 8 eligible rents increase, you may be entitled to additional relocation assistance. If this is the case, the information will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a replacement housing payment on the monthly rent differential amount between either 30% of your income or your current rent and utilities, and the contract rent for the replacement housing unit. If you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled. Please do not rent or purchase a replacement property prior to discussing your relocation assistance with us.

This letter is important to you and should be retained.

Sincerely,

Print name:
Title:

Enclosure/s

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

Received by Delivered on/by: _____ / _____

X _____
Recipient's Signature Posted on/by: _____ / _____

_____ Mailed/receipt received on: _____ / _____

SAMPLE 90 DAY NOTICE TO VACATE (NON-RAD PROJECT)

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Dear [Head of Household]:

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<<CASE ID >>

As you are aware BRIDGE-Potrero Community Associates LLC, a California limited liability company(Developer) has commenced some of the construction of the new Potrero HOPE SF development (Project). You have been previously advised in the General Information Notice [Insert GIN Date] and other communications that the Project would require you to relocate from your current unit to a relocation housing unit identified for your household. We estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 90 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on <<90DAY START>>. You are hereby to quit and deliver up possession of the property you occupy on or before <<90DAY END>>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Potrero. This assistance includes the following:

Relocation Housing – You will be provided with a decent, safe and sanitary (DS&S) relocation housing unit. This housing will provide adequate sleeping area for all persons lawfully in the household as documented on your current lease. This unit may be located at the property or at an off-site location. This unit will be available to you for the entire period required for the construction of a new unit that meets your permanent housing needs at Potrero. Additional details about the housing assigned to your household and its responsibilities at the housing will be provided to you in your 30 Day Notice to Vacate and other documents prior to your move to the housing.

Moving Assistance – We have hired [*Name of Moving Company*] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Relocation staff and a moving company representative will conduct a walk-through of the Premises prior to the move to ensure that they have the necessary labor, materials, and equipment available on move day. You are invited to accompany them and will receive advanced notice of this walk-through. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – You will be provided with a date certain 30-day Notice to Vacate. If the date in that notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*Name, Phone Number and E-mail of contact person*].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

_____ Delivered on/by:

/_____

Received by
X _____ Posted on/by:

/_____

Recipient's Signature
_____ Mailed/receipt received on:

SAMPLE 90 DAY NOTICE TO VACATE – IF RAD IS APPLICABLE

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<< CASE ID >>

Dear [Head of Household]:

As you are aware BRIDGE-Potrero Community Associates LLC, a California limited liability company (Developer) has commenced some of the reconstruction of Potrero (Project).

You and your household were previously notified of the plans to demolish the property you now occupy located at [Insert Address] ("Premises") in the RAD Relocation Notice delivered to you on [Insert Date]. At that time, you were advised the Project would require you to relocate from your current unit to a relocation housing unit identified for your household. We estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 90 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on <<90DAY START>>. You are hereby to quit and deliver up possession of the property you occupy on or before <<90DAY END>>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Potrero. This assistance includes the following:

Relocation Housing – You will be provided with a decent, safe and sanitary (DS&S) relocation housing unit. This housing will provide adequate sleeping area for all persons lawfully in the household as documented on your current lease. This unit may be located at the property or at an off-site location. This unit will be available to you for the entire period required for the construction of a new unit that meets your permanent housing needs at Potrero. Additional details about the housing assigned to your household and its responsibilities at the housing will be provided to you in your 30 Day Notice to Vacate and other documents prior to your move to the housing.

Moving Assistance – We have hired [*Name of Moving Company*] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Relocation staff and a moving company representative will conduct a walk-through of the Premises prior to the move to ensure that they have the necessary labor, materials, and equipment available on move day. You are invited to accompany them and will receive advanced notice of this walk-through. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – You will be provided with a date certain 30-day Notice to Vacate. If the date in that notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*Name, Phone Number and E-mail of contact person*].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

_____ Delivered on/by:

_____/_____

Received by
X _____ Posted on/by:

_____/_____

Recipient's Signature
_____ Mailed/receipt received on:

_____/_____

**30 DAY NOTICE TO VACATE
APPLICABLE FOR RAD AND NON-RAD PROJECTS**

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<< CASE ID >>

Dear [Head of Household]:

As you are aware BRIDGE-Potrero Community Associates LLC, a California limited liability company (Developer) has commenced some of the reconstruction of Potrero (Project).

You and your household were previously notified in the 90-day Notice to Vacate dated [Insert Date] of 1) The plans to demolish the property you now occupy located at [Insert Address] ("Premises"); 2) The requirement to vacate your unit approximately 90-days from that notice; 3) The relocation assistance you would be provided; and 4) Your household's responsibility to vacate in accordance with that notice.

As stated in that notice, we estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 30 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on <<30DAY START>>. You are hereby to quit and deliver up possession of the property you occupy on or before <<30DAY END>>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Potrero. This assistance includes the following:

Relocation Housing Location – You will be provided with a relocation housing unit located at [Insert Address]. You will be required to sign a new lease/use agreement for this relocation housing unit and you will be obligated to abide by all house rules for the property where it is located. This unit has been deemed to meet your household's needs and provide adequate sleeping space and accessibility features based on the documented needs of your household. If you disagree with this location you must notify your Relocation Specialist within 3 days of receipt of this notice.

Moving Assistance – We have hired [*Name of Moving Company*] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Relocation staff and a moving company representative will conduct a walk-through of the Premises prior to the move to ensure that they have the necessary labor, materials, and equipment available on move day. You are invited to accompany them and will receive advanced notice of this walk-through. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – If the date within this notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you disagree with any determinations in this notice, you may file a written appeal to the [Developer] in accordance with the appeals procedures approved in the Master Relocation Plan. The Developer will provide you with complete appeals instructions upon request.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*Name, Phone Number and E-mail of contact person*].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

_____ Delivered on/by:

/_____

Received by
X _____ Posted on/by:

/_____

Recipient's Signature
_____ Mailed/receipt received on:

/_____

**SAMPLE 7 DAY NOTICE TO VACATE
APPLICABLE TO RAD AND NON-RAD PROJECTS**

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<< CASE ID >>

Dear [Head of Household]:

As you are aware BRIDGE-Potrero Community Associates LLC, a California limited liability company (Developer) has commenced some of the reconstruction of Potrero (Project).

You and your household were previously notified in the 30-day Notice to Vacate dated [Insert Date] of 1) The plans to demolish the property you now occupy located at [Insert Address] ("Premises"); 2) The requirement to vacate your unit approximately 90-days from that notice; 3) The relocation assistance you would be provided and the location of your relocation housing; and 4) Your household's responsibility to vacate in accordance with that notice.

As stated in that notice, we estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 7 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on << 7DAY START >>. You are hereby to quit and deliver up possession of the property you occupy on or before << 7DAY END >>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Potrero. This assistance includes the following:

Relocation Housing Location – You will be provided with a relocation housing unit located at [Insert Address]. You will be required to sign a new lease/use agreement for this relocation housing unit and you will be obligated to abide by all house rules for the property where it is located. This unit has been deemed to meet your household's needs and provide adequate sleeping space and accessibility features based on the documented needs of your household.

Moving Assistance – We have hired [Name of Moving Company] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – If the date within this notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you disagree with any determinations in this notice, you may file a written appeal to the [Developer] in accordance with the appeals procedures approved in the Master Relocation Plan. The Developer will provide you with complete appeals instructions upon request.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Phone Number and E-mail of contact person].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

_____ Delivered on/by:

_____ / _____

Received by
X _____ Posted on/by:

_____ / _____

Recipient's Signature
_____ Mailed/receipt received on:

_____ / _____

**SAMPLE
RELOCATION EXPENSE PAYMENT/REIMBURSEMENT
CLAIM FORM**

Relocation Information

Project Name:

Claimant Name:

Project Address:

Temporary/Permanent Replacement Address:

Purpose/Type of Payment:

Backup Documentation Used in Calculation of Payment:

Total Payment Amount:

Issue Check Payable To:

Certification by Claimant: I certify that I have not submitted any other claim for the relocation payment listed and I have not been paid by any other source. Furthermore, I certify that by accepting the "Total Payment Amount" described above represents the entire claim for the relocation expense described above.

Claimant

Signature/Date: _____

Claim Approval

Payment Action (Initial Payment)	Initial Payment Amount	Signature	Date
Recommended			
Approved			

E. RELOCATION APPEAL/GRIEVANCE PROCEDURES

Purpose

The purpose of this procedure is to set forth the guidelines of the San Francisco Housing Authority ("Authority") for processing appeals to determinations as to relocation eligibility, the amount of a relocation payment, or the failure to provide comparable replacement housing referrals.

Right of Review

(a) Any appellant, that is any person who believes him/herself aggrieved by a determination by the Authority as to eligibility, the amount of a relocation payment or failure to provide comparable replacement housing referrals, may, at his or her election, have his/her claim reviewed and reconsidered by the Authority in accordance with the procedures set forth herein, as supplemented by the procedures the Authority may establish for the conduct of hearings.

(b) A person or organization directly affected by the relocation project may petition the California Department of Housing and Community Development ("HCD") to review the Authority's final relocation plan to determine if the plan is in compliance with state laws and guidelines, or to review the implementation of the relocation plan to determine if the Authority is acting in compliance with its relocation plan.

Notification to Appellant

If the Authority denies or refuses to consider a claim, the Authority's notification to the appellant of its determination shall inform the appellant of its reasons, and the applicable procedures for obtaining review of the decision. If necessary, such notification shall be printed in a language other than English.

Stages of Review by the Authority

(a) **Request for Further Written Information.** An appellant may request the Authority to provide him or her with a full written explanation of its determination and the basis therefore, if he/she feels that the explanation of the Authority's determination accompanying the payment of the claim or notice was incorrect or

inadequate. The Authority shall provide such an explanation to the appellant within three (3) weeks of its receipt of his or her request.

(b) **Informal Oral Presentation.** An appellant may request an informal oral presentation before seeking formal review and reconsideration. A request for an informal oral presentation shall be filed with the Authority within the period described in subsection (d) of this section. The Authority shall afford the appellant the opportunity to make such presentation before a management-level Housing Authority staff person designated by the Executive Director and who has not previously participated in the relocation decision. The appellant may be represented by an attorney or other person of his/her choosing at his/her expense.

This oral presentation shall enable the appellant to discuss the claim with the designated Housing Authority staff person. The designated Housing Authority staff person shall make a summary of the matters discussed in the oral presentation to be included as part of the Authority's file on the appellants relocation. The right to formal review and reconsideration shall not be conditioned upon requesting an oral presentation.

(c) **Written Request for Review and Reconsideration.** At any time within the period described in subsection (d) below, an appellant may file a written request with the Authority for formal review and reconsideration. The appellant may include in the request for review any statement of fact within the appellant's knowledge or belief or other material that may have a bearing on the appeal. If the appellant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefore, the Authority may grant the appellants request by granting the appellant a definite period of time to gather and prepare materials.

(d) **Time Limit for Requesting Review.** An appellant desiring either an informal oral presentation or seeking formal review and reconsideration, shall make a request to the Authority within eighteen (18) months following the date he/she moves from the property.

Formal Review and Reconsideration by SFHA

(a) **General.** The Authority shall consider the request for formal review and shall decide whether a modification of its initial determination is necessary. This formal review shall be conducted by an independent arbitrator (the "Arbitrator"). The Arbitrator shall consider the appeal regardless of form, and the Authority staff shall, if necessary, provide assistance to the claimant in preparing the written claim. When a claimant seeks review, Authority staff shall inform him/her that he/she has the right to be represented by an attorney at the claimant's expense, to present his/her case by oral or documentary evidence, to submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of facts, and to seek judicial review once he/she has exhausted the administrative appeal.

(b) **Scope of Review.** The Arbitrator shall review and reconsider the initial determination of the claimant's case in light of: (1) all material upon which the Authority based its original determination, including all applicable rules and regulations, except that no evidence shall be relied upon where a claimant has been improperly denied an opportunity to controvert the evidence or cross-examine the witness(es); (2) the reasons given by the claimant for requesting review and reconsideration of the claim; (3) any additional written or relevant documentary material submitted by the claimant; (4) any further information which the Arbitrator, in its discretion, obtains by request, investigation, or research, to ensure fair and full review of the claim.

(c) **Determination on Review.** The determination on review by the Arbitrator shall include, but is not limited to: (1) the Arbitrator's decision on reconsideration of the claim; (2) the factual and legal basis upon which the decision rests, including any pertinent explanation or rationale; and (3) a statement to the claimant that administrative remedies have been exhausted and judicial review may be sought. The determination shall be in writing with a copy provided to the claimant. The Arbitrator's decision shall be binding on the Authority.

(d) **Time Limits.** The Authority shall issue its determination on review as soon as possible but no later than six weeks from the date of the hearing. In the case of appeals dismissed for un-timeliness or for any other reason not based on the merits of the claim, the Authority shall furnish a written statement to the claimant

stating the reason for the dismissal of the claim as soon as possible but not later than two weeks from receipt of the last material submitted by the claimant, or the date of the hearing, whichever is later.

Refusals to Waive Time Limitation

Whenever the Authority rejects a request by a claimant for a waiver of the time limits, the claimant may file a written request for reconsideration of this decision, except that such written request for reconsideration shall be filed within ninety (90) calendar days of the claimant's receipt of the Authority's determination.

Extension of Time Limits

The time limits specified may be extended for good cause by the Authority.

Recommendations by Third Party

Upon agreement between the claimant and the Authority, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to the Authority for its final determination. In reviewing the claim and making recommendations to the Authority, the third party or parties shall be guided by the provisions of this Appeals/Grievance Procedure.

Review of Files by Claimant

Except to the extent the confidentiality of material is protected by law or its disclosure is prohibited by law, the Authority shall permit the claimant to inspect all files and records bearing upon his or her claim or the prosecution of the appellant's grievance.

If an appellant is improperly denied access to any relevant material bearing on his or her claim, such material may not be relied upon in reviewing the initial determination.

Effect of Determination on Other Persons

The principles established in all determinations by the Authority shall be considered as precedent for all eligible persons in similar situations regardless of whether or not a person has filed a written request for review. All written determinations shall be kept on file and available for public review.

Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his or her expense at any and all stages of the proceedings set forth in this procedure.

Stay of Displacement Pending Review

If an appellant seeks to prevent displacement, the Authority shall not require the appellant to move until at least twenty (20) calendar days after the Authority has made a determination and the appellant has had an opportunity to seek judicial review. In all cases the Authority shall notify the appellant in writing, twenty (20) calendar days prior to the proposed new date of displacement.

Joint Appellants

Where more than one person believes themselves aggrieved by the failure of the Authority to refer them to comparable permanent replacement housing, the appellants may join in filing a single written request for review. A determination shall be made by the Authority for each of the appellants.

Judicial Review

Nothing in this Appeals/Grievance Procedure shall in any way preclude, or limit a claimant or the Authority from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available herein.

RELOCATION ASSISTANCE APPEAL FORM

INSTRUCTIONS: This is an appeal of a determination made by the Displacing Agency under the California Relocation Assistance Law (Government Code, Section 7260 et seq.) or Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC §§4601 et. seq.). Complete this document, explaining the nature of your complaint and reasons for this appeal below. Attach extra pages if needed. You will be notified of the date when your complaint will be considered.

Claimant:		Agency:	
Site Address:		Project:	
Mailing Address:		Consultant:	
Phone number:		Case ID:	

Claimant Type: Residential Tenant	This appeal is based on: <input type="checkbox"/> Eligibility only <input type="checkbox"/> Amount of Payment only <input type="checkbox"/> Eligibility amount
Appeal Type: <input type="checkbox"/> Request for Further Written Information <input type="checkbox"/> Informal Oral Presentation <input type="checkbox"/> Formal Review and reconsideration	
Will you be present at the hearing?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Will you be represented by counsel?: <input type="checkbox"/> Yes <input type="checkbox"/> No

.... continued next page.

Claimant's Statement:

[Empty box for Claimant's Statement]

I certify that the information provided on this form is accurate and complete.

Claimant Signature

Date

F. COMMENTS/RESPONSES TO PLAN & COMMENT PERIOD DOCUMENT

REBUILD POTRERO-MASTER RELOCATION PLAN

Hello Potrero residents:

As you are aware OPC has been working on a draft relocation plan for the transformation of Potrero Hill. We are interested in receiving any comments or questions you have regarding the relocation process.

Please take a few moments of your time to provide those questions or comments below. If you would like for us to contact you to discuss your question or comment please provide use your preferred contact below.

Feel free to contact me at 510.760.6071 or at cwakefield@opcservices.com with any additional questions.

Sincerely,



Chad Wakefield

OPC

Comments/ Questions

Why so long? Are their going to be more programs for the kids? Are their going to help with moving cost? Are their going to Be 4 bedrooms and 3 bedroom

Optional name:

N/A

N/A

Optional contact information:

How many units are their now and how many are going to be build after is all the residents going to be able to come back?

Page #	Section	Commentor	Method of Receipt	Topic	Comment #	Summarized Comment	Accept/Reject/Revise In Response to Comment	Response
N/A	Overall	Anonymous Resident	Provided on comment card distributed at meeting at kick-off for comment period	Length of Project	1	Why so long? NOTE: Assume relates to the length of the Project	Accept	Rebuild Potrero is a process. There is a necessity for significant planning of the construction to deliver 606 replacement units. The execution also takes significant amounts of time. The length of the Project also relates to the desire of the Developer and the requirement to bring all residents back to the community.
N/A	Overall	Anonymous Resident	Provided on comment card distributed at meeting at kick-off for comment period	Length of Project	2	is there going to be programs for kids?	Accept	Yes. Part of the services programming includes programs for kids. Specific program information will be made available in the future.

REBUILD POTRERO –MASTER RELOCATION PLAN

N/A	Overall	Anonymous Resident	Provided on comment card distributed at meeting at kick-off for comment period	Length of Project	3	Will there be assistance with moving costs.	Accept	Yes. As stated in the Relocation Plan, the Developer will make professional moving services available to the households at no cost to them, or they will choose to do a self-move and receive compensation.
N/A	Overall	Anonymous Resident	Provided on comment card distributed at meeting at kick-off for comment period	Length of Project	4	Will there be 4 and 5 bedroom units?	Accept	The unit mix will match the needs of the households and regulatory requirements.
N/A	Overall	Anonymous Resident	Provided on comment card distributed at meeting at kick-off for comment period	Length of Project	5	How many units are there now and how many after construction	Accept	There are 606 units now and there will be over 1,600 units developed by the Project.
N/A	Overall	Anonymous Resident	Provided on comment card distributed at meeting at kick-off for comment period	Length of Project	6	Are residents going to be able to come back?	Accept	Those in Good Standing have a Right to Return and they will be allowed to come back to Potrero when a new unit is ready for them that meets their needs.

REBUILD POTRERO –MASTER RELOCATION PLAN

Roughly 40	M	SFHA Commissioner Arnold	Provided during July 14, 2016 SFHA Commission Meeting	Presentation of Phasing Plan	7	More detail requested on phasing plan figure including start and end dates	Revise	Figure 4 will be revised in Plan.
Roughly 40	M	SFHA Commissioner Arnold	Provided during July 14, 2016 SFHA Commission Meeting	Presentation of Phasing Plan	8	Phase 4 looks like 1/2 of buildings are being demolished.	Revise	Figure 4 will be revised in Plan.
Roughly 40	M	SFHA Commissioner Arnold	Provided during July 14, 2016 SFHA Commission Meeting	Phasing Plan 3 and 5	9	Number of relocations looks to be high in each of these phases.	Accept	As these are the largest phases in terms of number of units impacted, there will more relocations in these phases than others. In these phases, like others, careful planning and thoughtful execution will be carried out to serve the needs of the residents and minimize the impacts on their lives as possible.
N/A	No Specific Section	SFHA Commissioner Lindo	Provided during July 14, 2016 SFHA Commission Meeting	Good Standing	10	What is plan b for households not in good standing.	Accept	The Developer's case management team will work with all households to assist them get in Good Standing. Households not in Good Standing will not be provided

REBUILD POTRERO –MASTER RELOCATION PLAN

								relocation assistance and will not have a Right to Return to a unit a Potrero or other replacement housing.
N/A	No Specific Section	SFHA Commissioner Titus	Provided during July 14, 2016 SFHA Commission Meeting	Good Standing	11	Create a plan to assist residents get in good standing	Accept	The Developer's case management team will work with all households to assist them get in Good Standing.
N/A	No Specific Section	SFHA Commissioner Torres	Provided during July 14, 2016 SFHA Commission Meeting	Engagement and Assistance by Other Organizations	12	Stated that SFHA and other organizations have a shared responsibility with assisting the residents.	Accept	No response required.
N/A	No Specific Section	SFHA Commissioner Torres	Provided during July 14, 2016 SFHA Commission Meeting	Good Standing	13	Make sure good standing is clear Now!	Accept	Efforts have been made to discuss what Good Standing means at all meetings verbally and through provision of hand out materials. These efforts will continue. The Developer will work with its case management team to ensure the information is continued to be provided and assistance is provided to get in

								Good Standing.
N/A	No Specific Section	SFHA Commissioner Torres	Provided during July 14, 2016 SFHA Commission Meeting	Resident Engagement Process	14	Was there a "push out of communications" after meetings? Time should be spent to create opportunities to give information.	Accept	Increased efforts will be made.
N/A	No Specific Section	PHTA	Provided during July 14, 2016 SFHA Commission Meeting	Resident Engagement Process	15	PHTA is not being reached out to.	Accept	PHTA has been reached out and the Developer will continue to do so.
N/A	No Specific Section	PHTA	Provided during July 14, 2016 SFHA Commission Meeting	Resident Engagement Process	16	Don't believe the number of people showing up at meetings stated verbally (not in plan).	Accept	Sign in sheets are available from the Developer for review upon request.
N/A	No Specific Section	PHTA	Provided during July 14, 2016 SFHA Commission Meeting	Location of LIPH Replacement Units	17	All LIPH units are located at low end of site and all market rate are up on the hill.	Accept	Efforts are being made to provide a mix of affordable and market rate units through the site.
N/A	No Specific Section	PHTA	Provided during July 14, 2016 SFHA Commission Meeting	Resident Engagement Process	18	What has been produced from the outreach process.	Accept	Valuable information has been obtained for the Developer from the outreach efforts. The Developer has

								more and better information regarding the concerns and needs of the residents that is being used presently and will be used in future planning and delivery of the Project.
N/A	No Specific Section	Ace	Provided during July 14, 2016 SFHA Commission Meeting	Resident Engagement Process	19	Plenty of resources available for outreach.	Accept	The Developer is open to suggestions and willing to engage more resources and opportunities to engage the residents and make this a great Project.

[END OF DOCUMENT]

EXHIBIT E

Work Force MOU

(to follow)

EXHIBIT F

**INITIAL PHASING PLAN
Potrero HOPE SF**

The existing Potrero Terrace & Annex Project Site will be revitalized in phases according to this Initial Phasing Plan, which may be revised and updated per Section 4.2. This Initial Phasing Plan describes the intended scope for each phase.

Demolition Scope

The existing Site infrastructure and structures will be demolished in phases per the Demolition Phasing diagram attached as Figure 1.

The following Table 1 summarizes the demolition of the existing Potrero Terrace & Annex units by phase. The specific building addresses and numbers are listed by phase in Exhibit C: Master Unit Building List.

Table 1: Demolition of existing units by phase

Development Phase	HUD DDA #	Number of existing units to be abated/remediated and demolished
Block X	N/A	0
Phase 2	0007689	92
Phase 3	0007690	150
Phase 4	0007691	30
Phase 5A	0007692	347
5B	N/A	0
5C	N/A	0
Total		619

New Construction Scope

The new construction phasing will be per the diagram in Figure 2: Construction Phasing. Each phase will include the construction of new Public Infrastructure Improvements and Affordable Housing as well as preparation of Market Rate Housing Development Sites and Community Improvements. The following Table 2 describes the intended scope for each Phase.

Table 2: Scope of New Construction by Phase

Phase	Affordable Housing Development blocks	Market Rate Housing Development Sites Prepared by block	Community Improvements
Block X	X		
Phase 2	B	A	Block B child care center, Mini Park open space
Phase 3	O1, R	N, O2, P	Gateway Open Space A, Gateway Open Space B
Phase 4	J1		
Phase 5A	J2, M	K, L	Upper Connecticut Stair open space, Texas Edible Garden & Lookout open space
5B	G, C	F	Squiggle Park open space, Community Center with childcare, 23 rd St. Stair open space
5C	D, H	E	Central Park open space, Lower Connecticut Terraces open space
Totals	11 blocks or sub-blocks	8 blocks or sub-blocks	9 new open spaces and 1 community center block

Table 3 outlines the anticipated number of Affordable Housing units and Resident Replacement Units to be constructed by phase. Resident Replacement Units are a combination of On Site and Off Site Replacement Units as described per Section 7.1. While Parcel X is not located on the existing Site, its units are not considered Off Site Replacement Units because of the parcel's location directly across the street from the Project Site.

Table 3: Construction of Resident Replacement Units by Phase

Phase	Affordable Housing Development blocks	Anticipated Number of Affordable Housing units	Total number of Resident Replacement Units (On Site and Off Site)
Block X	X	72 units	53
Phase 2	B	92 units	71
Phase 3	O, R	55 units in Block O 40 units in Block R	72
Phase 4	J1	65 units	49
Phase 5A	J2, M	40 units in Block J1 120 units in Block M	125
5B	G, C	60 senior units in Block G 100 family units in Block C	124
5C	D, H	60 units in Block H 100 units in Block D	125
Totals	11 blocks	804 units*	619

*While the Master Plan anticipates the construction of approximately 800 affordable housing units, in no case shall the number of affordable units be fewer than 774 per the terms of this Agreement and the Development Agreement.

The Public Infrastructure Improvements for each phase will be constructed according to the scope outlined in the Phase Application approved by SFHA and the City for each phase.

EXHIBIT G
MASTER SCHEDULE
POTRERO HOPE SF

This Master Schedule is per Section 4.3 with the Target Date describing the expedient development schedule desired by the Parties and the Outside Date describing the last date by which an Affordable Housing Development Closing can occur. Per Section 4.4, the Master Schedule will be updated, including the Outside Dates for Affordable Housing Closings following a development phase that has been delayed per Section 4.4.2.

Block X (Phase 1)

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q4 2016	n/a
Relocation of existing households out of phase demolition buildings	n/a	n/a
Demolition of existing buildings and infrastructure	n/a	n/a
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	n/a	n/a
Affordable Housing Development Closings and start construction	Q4 2016	
Start Construction of Public Infrastructure Improvements	Q2 2017	
Start Construction of Community Improvements	n/a	n/a

Phase 2

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q2 2018	
Relocation of existing households out of phase demolition buildings	Q3 2018	
Demolition of existing buildings and infrastructure	Q3 2018	

Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Q4 2018	
Affordable Housing Development Closings and start construction	Q4 2018	Q4 2020
Start Construction of Community Improvements	Q4 2018	n/a

Phase 3

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q2 2020	
Relocation of existing households out of phase demolition buildings	Q3 2020	
Demolition of existing buildings and infrastructure	Q3 2020	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Q4 2020	
Affordable Housing Development Closings and start construction	Q4 2020	Q4 2022
Start Construction of Community Improvements	Q4 2020	

Phase 4

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q2 2022	
Relocation of existing households out of phase demolition buildings	Q2 2022	
Demolition of existing buildings and infrastructure	Q3 2022	
Start Construction of Public Infrastructure Improvements and Market Rate Housing	Q3 2022	

Development Site Improvements		
Affordable Housing Development Closings and start construction	Q3 2022	Q3 2024
Start Construction of Community Improvements	n/a	

Phase 5A

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q4 2023	
Relocation of existing households out of phase demolition buildings	Q1 2024	
Demolition of existing buildings and infrastructure	Q3 2024	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements for all of Phase 5 (A, B & C)	Q4 2024	
Affordable Housing Development Closings and start construction	Q4 2024	Q4 2026
Start Construction of Community Improvements	Q4 2024	

Phase 5B

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q4 2024	
Relocation of existing households out of phase demolition buildings	n/a	
Demolition of existing buildings and infrastructure	n/a	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	n/a	

Affordable Housing Development Closings and start construction	Q1 2025	Q1 2027
Start Construction of Community Improvements	Q1 2025	

Phase 5C

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2026	
Relocation of existing households out of phase demolition buildings	n/a	
Demolition of existing buildings and infrastructure	n/a	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	n/a	
Affordable Housing Development Closings and start construction	Q1 2026	Q1 2028
Start Construction of Community Improvements	Q1 2026	

EXHIBIT H
Master Budget

MASTER BUDGET - POTRERO

BLOCK SUMMARY (AFFORDABLE)			OPERATING ASSUMPTIONS			PERMANENT SOURCES (AFFORDABLE + INFRASTRUCTURE)						PERMANENT USES (AFFORDABLE VERTICAL)						CROSS-SUBSIDY			
Block Name	Phase	Total Units	Operating Expenses	Vacancy Loss	Net Operating Income	First Mortgage	MOHCD Gap	Tax Credit Equity	AHP	GP Capital	Deferred Fee	Total Perm Sources	Hard Costs	Permit Fees	Impact Fees	A&E Costs	Relocation	Other Soft Costs	Total Vertical Costs	Land Residual Cross Subsidy	Net MOHCD Subsidy
Block X	1	72	820,080	116,673	1,396,700	15,888,712	20,676,909	28,984,703	710,000	299,123	1,700,877	68,260,324	39,931,013	76,000	4,680,000	3,194,481	0	9,643,418	57,524,912		20,676,909
Block B	2	94	1,070,660	158,092	1,933,089	23,137,950	36,124,137	32,617,279	930,000	0	2,000,000	94,809,367	50,760,000	107,640	6,110,000	4,060,800	940,000	11,830,927	73,809,367	17,340,000	18,784,137
Block O	3	55	626,450	91,596	1,113,865	13,332,311	44,696,271	20,231,881	540,000	0	2,000,000	80,800,464	29,700,000	96,300	3,575,000	2,376,000	550,000	10,003,164	46,300,464	18,700,000	25,996,271
Block R	3	40	455,600	66,761	812,856	9,729,411	6,191,787	14,847,453	390,000	323,861	1,676,139	33,158,650	21,600,000	32,400	2,600,000	1,728,000	400,000	6,798,250	33,158,650	17,000,000	10,808,213
Block J1	4	65	740,350	96,100	1,085,541	12,999,294	18,935,543	23,001,823	640,000	0	2,000,000	57,570,660	35,100,000	61,650	4,225,000	2,808,000	650,000	8,726,010	51,570,660	7,650,000	11,285,543
Block J2	5A	40	455,600	59,878	682,080	8,164,102	51,804,379	15,428,142	390,000	500,000	1,356,493	77,643,116	21,600,000	95,400	2,600,000	1,728,000	400,000	9,219,716	35,643,116	21,250,000	30,554,379
Block M	5A	120	1,366,800	199,534	2,424,346	29,018,009	18,443,016	40,683,130	1,190,000	0	2,000,000	91,334,156	64,800,000	97,200	7,800,000	5,184,000	1,200,000	12,252,956	91,334,156	22,100,000	3,656,984
Block G	5B	60	683,400	98,607	1,190,131	14,245,173	25,281,790	21,539,819	590,000	0	2,000,000	63,656,781	32,400,000	71,100	3,900,000	2,592,000	600,000	9,093,681	48,656,781	13,600,000	11,681,790
Block C	5B	100	1,139,000	166,277	2,020,269	24,181,444	15,393,878	34,224,142	990,000	0	2,000,000	76,789,463	54,000,000	81,000	6,500,000	4,320,000	1,000,000	10,888,463	76,789,463		15,393,878
Block D	5C	100	1,139,000	166,666	2,008,653	24,042,413	67,456,767	34,998,696	990,000	0	2,000,000	129,487,876	54,000,000	155,250	6,500,000	4,320,000	1,000,000	14,012,626	79,987,876	21,250,000	46,206,767
Block H	5C	60	683,400	99,316	1,203,603	14,406,424	9,392,209	21,305,676	590,000	0	2,000,000	47,694,310	32,400,000	48,600	3,900,000	2,592,000	600,000	8,153,710	47,694,310		
TOTAL		806				189,139,244	314,396,687	287,862,743	7,950,000	1,122,984	20,733,509	821,205,166	436,291,013	922,540	52,390,000	34,903,281	7,940,000	110,622,921	642,469,754	138,890,000	166,114,477

TOTALS WITH INFRASTRUCTURE

BLOCK SUMMARY (TOTAL)			INFRASTRUCTURE COSTS			SOURCES/USES		
Block Name	Phase	Total Units	Total	Basis	Non-Basis	Total Vertical (Affordable)	Total Uses (Aff + Inf)	Total Sources
Block X	1	72	10,735,412	6,441,247	4,294,165	57,524,912	68,260,324	68,260,324
Blocks A, B	2	196	21,000,000		21,000,000	73,809,367	94,809,367	94,809,367
Blocks N, O	3	265	34,500,000		34,500,000	46,300,464	80,800,464	80,800,464
Blocks P, R	3	85				33,158,650	33,158,650	33,158,650
Block J1	4	65	6,000,000		6,000,000	51,570,660	57,570,660	57,570,660
Blocks J2, K	5A	165	42,000,000		42,000,000	35,643,116	77,643,116	77,643,116
Blocks L, M	5A	250				91,334,156	91,334,156	91,334,156
Blocks F, G	5B	140	15,000,000		15,000,000	48,656,781	63,656,781	63,656,781
Block C	5B	100				76,789,463	76,789,463	76,789,463
Block D, E	5C	225	49,500,000		49,500,000	79,987,876	129,487,876	129,487,876
Block H	5C	60				47,694,310	47,694,310	47,694,310
TOTAL		1,623	178,735,412	6,441,247	172,294,165	642,469,754	821,205,166	821,205,166

EXHIBIT I

Form of Deed

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Housing Authority of the City and County of San Francisco
1815 Egbert Street
San Francisco, CA 94124
Attn: Acting Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Block/Lot: _____

Address: _____, San Francisco, California

QUITCLAIM DEED
(Potrero Annex and Potrero Terrace)

In accordance with Section [_____] of that certain Master Development Agreement dated as of _____, by and between the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (the "Authority"), the City and County of San Francisco, a municipal corporation, and BRIDGE-Potrero Community Associates, LLC, a California limited liability company, recorded in the official records of the City and County of San Francisco on _____, as document number _____, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Authority, the Authority, does hereby quitclaim to [_____] a [_____] all of its right, title and interest in and to all of that real property located in the City and County of San Francisco, California described in Exhibit A attached hereto.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the Authority has executed this quitclaim deed as of
_____, 20__.

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

By:

Barbara T. Smith
Acting Executive Director

APPROVED AS TO FORM:

Goldfarb & Lipman LLP
Special Legal Counsel

By:

Dianne Jackson McLean

Notary Acknowledgement and Exhibit A attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

Legal Description of Property

EXHIBIT J

License Agreement

LICENSE AGREEMENT

[Potrero Annex and Terrace Revitalization Project- Predevelopment]

This LICENSE AGREEMENT (this "**Agreement**") is entered into as of _____, 20__ (the "**Effective Date**"), by and between the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body corporate and politic (the "**Authority**"), and BRIDGE-POTRERO COMMUNITY ASSOCIATES, LLC, a California limited liability company (the "**Developer**"). Developer and the Authority are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**", with reference to the recitals below.

RECITALS

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

B. The Authority is the owner of the public housing development commonly referred to as "Potrero Annex Public Housing Project" and the "Potrero Terrace Public Housing Project" located in San Francisco, California, on real property owned by the Authority more particularly described in the attached Exhibit A (the "**Project Site**").

C. The Project Site is subject to that certain Master Development Agreement among the Developer, the Authority, and the City and County of San Francisco, a municipal corporation (the "**City**") acting by and through the Mayor's Office of Housing and Community Development ("**MOHCD**"), dated as of _____, 2016, and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on _____, 20__ as Document No. _____ (the "**MDA**"). Capitalized terms used, but not defined, in this Agreement have the meaning set forth in the MDA.

D. Among other things, the MDA provides the overall framework for the redevelopment of the Existing Development, and the development of the Project on the Project Site.

E. This Agreement constitutes a "Predevelopment License Agreement" pursuant to Section 5.1.2 of the MDA, and provides Developer a limited right to enter certain portions of the Project Site, as more particularly set forth on Exhibit B (the "**Site**" or the "**Permitted Area**"), prior to the leasing of a portion of the Project Site, in accordance with the MDA, to perform Exploratory Testing (as defined below), as part of Developer's work to revitalize the Project Site pursuant to the MDA.

AGREEMENT

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

Section 1. Recitals.

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

Section 2. Purpose.

The purpose of this Agreement is to grant Developer the license described in Section 4 in order to perform and complete: certain exploratory testing of the soils conditions of the Permitted Area as shown on Exhibit B (the "**Permitted Area**"). For the purpose of this Agreement, "**Exploratory Testing**" shall mean conducting _____ on the Permitted Area. Attached as Exhibit C is the plan set for the Exploratory Testing with potential sampling locations identified. All such work described above, together with such other incidental work as may be necessary for the performance and completion of the foregoing, is collectively referred to as the "**Permitted Work**".

Section 3. Conditions Precedent.

(a) General Conditions Precedent for Permitted Work. The requirements set forth in this Section 3 are conditions precedent to Developer's entry onto the Permitted Area. Notwithstanding any other provision herein, Developer shall have no right to enter the Permitted Area hereunder unless and until the satisfaction of all such conditions precedent, unless otherwise waived by the Authority. The conditions set forth in this Section 3 are solely for the benefit of the Authority and may only be waived by the Authority pursuant to Section 24.

(1) Applicable Permits. Developer shall have submitted to the Authority evidence that Developer has obtained all necessary permits for, or any other applicable City DA Approvals necessary for the performance of, the Permitted Work, if applicable.

(2) Insurance. Developer shall have submitted to the Authority evidence that Developer has complied with all of the requirements of Section 12 that are to be complied with prior to the commencement of the Permitted Work.

(3) No Default under the MDA. No Event of Default by Developer shall exist under the MDA.

(4) Compliance with MDA. All applicable conditions precedent to the performance of the Permitted Work, set forth in the MDA, have been completed or otherwise satisfied by the Developer.

(b) Acknowledgment by Developer. Developer acknowledges that the satisfaction of (or the Authority's waiver) of the conditions precedent for the Permitted Work shall in no way waive, limit, or impair: (i) the Developer's obligation (or the obligation of any Affiliate) to satisfy the applicable conditions precedent, set forth in any other License Agreement, for any other work to be performed pursuant to a separate License Agreement; or (ii) the Developer's obligation (or the obligation of any Affiliate) to satisfy the applicable conditions precedent, set forth in any Ground Lease governing the Site (or any portion thereof).

Section 4. License to Enter.

The Authority hereby grants to Developer, its general contractor and its subcontractors, its architect, engineers, other consultants and subconsultants, and all of the respective employees and agents of all of them (collectively, the "**Developer Parties**") a non-exclusive license to enter the Permitted Area for the sole purpose of performing the Permitted Work. No use of the Permitted Area for any purpose other than the Permitted Work is permitted hereunder and no use of the Site other than the Permitted Area is permitted hereunder. In accordance with Section 6.1.2 of the MDA, Developer agrees and acknowledges that the Project Site is currently used, and will continue to be used throughout the Term (as defined below), for multifamily housing, and that, during the conduct of the Permitted Work, the Authority's tenants shall be occupying the Project Site, subject to existing leases with the Authority, which, among other things, require the Authority to provide such tenants the quiet use and enjoyment of their existing residences. Developer shall take all such precautions as are reasonably necessary to ensure that the Permitted Work is performed in a manner so as not to endanger, threaten, or impair the safety of the Authority's tenants and guests and invitees to the Project Site or to materially interfere with the Authority's tenants' use and access to the Project Site. Developer shall take all reasonably available efforts to eliminate unnecessary noise, dust, or obstructions during the performance of the Permitted Work and shall take commercially reasonable efforts to: (i) minimize the impact of such activities on the Authority's tenants, (ii) minimize damage, disruption or inconvenience caused by such activities, and (iii) make adequate provision for the safety and convenience of all Persons affected by such activities.

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

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

Permitted Area under, or the license provided to Developer pursuant to, this Agreement and expressly waives the provisions of section 1542 of the California Civil Code, which provides:

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

Developer's Initials: _____

As applicable to the Parties, the Developer waives the protections provided in the following provisions:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE DEVELOPER PARTIES DO NOT KNOW OR SUSPECT TO EXIST IN THE DEVELOPER PARTIES' FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE DEVELOPER PARTIES MUST HAVE MATERIALLY AFFECTED THE DEVELOPER PARTIES SETTLEMENT WITH THE AUTHORITY PARTIES.

Developer's Initials: _____

Section 6. Term: Termination of Agreement.

The term of this Agreement shall extend from the Effective Date and shall expire on - _____ 20____, unless otherwise agreed by the Parties or earlier terminated by either Party in accordance with Section 14 (the "**Term**"). In addition, if the MDA is terminated in whole or only with respect to the Site, this Agreement shall automatically terminate (without further action of the Parties). No expiration or earlier termination of this Agreement shall affect any provision that is expressly intended to survive any such expiration or earlier termination. Developer expressly acknowledges that any expenditures or improvements that it may make will in no way alter the Authority's right to terminate this Agreement in accordance with its terms. Upon the expiration or earlier termination of this Agreement, Developer shall (i) cause the Permitted Area to be in a safe, secure and sanitary condition, to the reasonable satisfaction of the Authority (to the extent the Permitted Area was in such condition as of the date of this Agreement), and (ii) promptly remove any or all equipment, materials, or any other personal property brought to the Site by or on behalf of any of the Developer Parties at Developer's sole risk and expense and without any compensation from the Authority. Developer shall promptly restore any damage to the Site, caused by such removal to substantially the condition that existed immediately prior to such removal. The Developer expressly acknowledges and agrees that it shall be solely responsible for the repair and renovation of any of existing improvements on the Site which are damaged or destroyed in connection with performing the Permitted Work, to the condition existing prior to the commencement of the Permitted Work. This Section 4 shall survive the expiration or earlier termination of this Agreement.

Section 7. Condition of Permitted Area.

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

Section 8. Compliance with Laws and the MDA.

Developer shall complete, or cause the completion of, the Permitted Work prior to the expiration of the Term. In carrying out the Permitted Work, Developer shall comply with, and shall cause all Contractors (as defined below): (i) all applicable federal, state, and local laws, ordinances, rules, regulations, and orders, including all applicable building permit requirements and all applicable mitigation requirements; and (ii) all applicable requirements of the MDA.

Section 9. Equal Opportunity, Residents Hiring.

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

(b) Workforce MOU. The Developer shall comply with, and shall cause all Contractors (as defined below), to comply with all applicable requirements of the Workforce MOU, a copy of which is attached hereto as Exhibit E.

Section 10. Mechanics Liens, Stop Notices, and Notices of Completion.

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

(b) If Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section 10, then in addition to any other right or remedy, the Authority may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Developer's expense. Alternately, the Authority may require Developer to promptly deposit with the Authority the amount necessary to satisfy such lien or claim pending resolution thereof. The Authority may use such deposit to satisfy any claim or lien that is adversely determined against Developer.

(c) Developer shall record a valid notice of cessation or notice of completion upon cessation of the Permitted Work for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims of lien against the Site in connection with the Permitted Work. Developer authorizes the Authority, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the

Authority deems necessary or desirable to protect its interest in the Permitted Area, including the posting and recording of a notice of non-responsibility pursuant to California Civil Code section 8444.

Section 11. Hazardous Materials.

(a) Definitions. The following definitions shall apply for the purposes of this Section 11:

(1) "Hazardous Materials" shall mean:

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

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

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

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

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

(b) Certain Covenants and Agreements.

(1) Developer shall not knowingly permit the Permitted Area or any portion of the Project Site to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Permitted Area; provided however that, for the purposes of this Section 11(b) only, Hazardous Materials shall not include: materials located in, on or under the Permitted Area as of the Effective Date, materials in reasonable quantities for lawful use in the Permitted Work; reasonable quantities of gardening materials, so long as used in a lawful manner; certain substances which may contain chemicals listed by the State of California pursuant to Health and Safety Code sections 25249.8 et seq., which substances are commonly used in reasonable quantities and in a lawful manner by a significant portion of the population living within the region of the Site.

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

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

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

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

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

(4) Without the Authority's prior written consent, Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Permitted Area (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect of any Hazardous Materials Claims.

(5) Developer shall deliver to Authority copies of all environment reports and studies related to Hazardous Materials with respect to the Site obtained by Developer during the Term, provided that Developer makes no representation or warranty with respect to such reports and studies, and Developer shall have no responsibility or liability for any lack of accuracy or completeness of any such reports and studies.

(c) Developer's Indemnity. In addition to the indemnification obligations set forth in Section 13, except to the extent caused, contributed to or exacerbated by any Authority Party, Developer hereby agrees to indemnify, defend (with counsel reasonably acceptable to the Authority) and hold harmless the Authority Parties from and against any and all Losses (as defined below) arising from the failure of any of the Developer Parties to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal, of such Hazardous Materials into, on, under or from the Permitted Area at any time during the Term. In no event shall this Agreement give rise to any obligation of the Developer Parties to remediate any Hazardous Materials existing on the Site prior to the commencement of the Permitted Work (collectively, the "Existing Hazardous Materials").

(d) Authority Indemnity for Existing Hazardous Materials. The Authority agrees to indemnify, protect, hold harmless and defend the Licensee, its partners, shareholders, officers, directors, employees, insurers, sureties, attorneys, agents and contractors, from and against any and all third-party claims, demands, losses, damages, liabilities, fines, penalties,

charges, causes of action, administrative and judicial proceedings and orders, settlements, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees, expert witness fees and costs), arising out of the presence of any Existing Hazardous Materials, regardless of whether or not such Hazardous Materials are disclosed in the Hazardous Material Reports described in the MDA.

(e) Prohibition on HUD Assets. Notwithstanding subsection (d), above, in no event shall the Authority's obligation in this Section require the Authority to violate any applicable law, rule, regulation or requirement of HUD regarding the use of the assets of any public housing project or any funds received under the Annual Contributions Contract, as amended from time to time, between the Authority and HUD (the "ACC"). Public housing operating or capital subsidies, or other receipts generated by any public housing project, or certain other restricted funds or assets governed by HUD, may not be used to pay or satisfy any financial obligation of Lessor (if any) under subsection (d), above, and, there shall be no legal right of recourse under this Agreement against:

(1) any public housing project of the Authority (as the term "project" is defined in the ACC);

(2) any operating receipts of the Authority (as the term "operating receipts" is defined in the ACC); or

(3) any public housing operating reserve of the Authority reflected in the Lessor's annual operating budget and required under the ACC.

In the event of any conflict between the terms of this subsection (e) and any other provision of this Agreement, the terms of this subsection (e) shall control.

(f) Limitation on Authority Indemnity. Notwithstanding the foregoing, Developer, on behalf of itself and any Developer Party agrees and acknowledges that in no event shall the Authority's indemnity obligation set forth above require the Authority to reimburse the Developer for costs incurred by, or on behalf of, such party, in connection with: (i) remediation or abatement of Hazardous Materials contemplated by the applicable Construction Plans; (ii) remediation or abatement of Hazardous Materials that is funded by any City Subsidy, other funds received under a City Loan Agreement, or otherwise funded by the City; or (iii) remediation or abatement of Hazardous Materials that is otherwise financed by a funding source set forth in, or contemplated by, a Financing Plan. As between the Authority and the Developer, the performance of any work related to, or necessary for, the abatement or remediation of any Hazardous Materials, including, but not limited to any Existing Hazardous Materials, shall be performed by the Developer (to the extent applicable such abatement or remediation is contemplated under the Permitted Work).

(g) Survival. This Section 11 shall survive the expiration or earlier termination of this Agreement.

Section 12. Required Insurance Coverage. Prior to entry onto the Permitted Area, Developer shall provide to the Authority evidence of the following and thereafter Developer

shall maintain and keep in force, or in the alternative, shall require its Contractor (as defined below) to carry, insurance of the following types, if applicable:

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

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

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

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

(e) The required insurance shall be provided under an occurrence form, with the exception of the Contractors Pollution Liability insurance, which may be provided on a claims-made basis, and Developer (or its Contractor) shall maintain such insurance until this Agreement is terminated, except as otherwise specified above. Should any of the required insurance in Section 12(b) provide that claims investigation or legal defense costs are included in such annual aggregate limit; such annual aggregate limit shall be twice the occurrence limits specified above.

(f) Commercial General Liability, Commercial Automobile Liability, and Contractors Pollution Liability insurance policies shall be endorsed to name as an additional insured the Authority Parties.

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

(h) Each policy shall be underwritten and issued by companies authorized to do business in California, with Best's Rating of at least A:VII or better. Developer shall provide the Authority with certificates of insurance evidencing the limits and coverages required by this Section 12.

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

Housing Authority of the City and County of San Francisco
Housing Development and Modernization Department
1815 Egbert Street, Suite 300
San Francisco, California 94124
Attn: Aaron Goodman
Phone: (415) 715-3236
Email: goodmana@sfha.org

(j) For purposes of this Section 12, "**Contractor**" means any general contractor under a direct contract with Developer for performing any portion of the Permitted Work.

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

Section 13. Indemnification.

(a) Subject to the provision of Section 11, and to the fullest extent permitted by law, Developer shall indemnify, defend (with counsel reasonably acceptable to the Authority) and hold harmless the Authority Parties, from and against any losses, claims, damages, liabilities, judgments, causes of action or actions (including reasonable attorneys' fees and costs) (collectively, "**Losses**") arising from: (i) any act or failure to act by any of the Developer Parties under this Agreement, including the failure, or alleged failure, to comply with any applicable law related thereto (ii) acts or omissions of Developer or any of Developer Parties in performing the Permitted Work on the Permitted Area, including the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Permitted Area to the extent caused by the act or omission of any of Developer Parties, (iii) any mechanic's lien, or similar claim made against the Authority or the Permitted Area in connection with the Permitted Work, or (iv) Developer's breach of this Agreement.

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

Section 14. Remedies.

Upon the occurrence and during the continuance of an Event of Default (defined below), the non-Defaulting Party (defined below) may take whatever action at law or in equity as may appear reasonably necessary to enforce this Agreement, including: (i) by terminating this Agreement by delivery of notice thereof to the Defaulting Party (defined below), (ii) by commencing an action against the Defaulting Party for damages, or (iii) by commencing an action against the Defaulting Party for specific performance or injunctive relief. The remedies available to the non-Defaulting Party shall be cumulative, and no remedy expressly provided for in this Section 14 shall be deemed to exclude any other remedy available at law or in equity.

Section 15. Notice of Default and Opportunity to Cure.

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

Section 16. Notices, Demands and Communications.

Whenever any notice or any other communication is required or permitted to be given under any provision of this Agreement (as, for example, where a Party is permitted or required to "notify" the other Party), such notice or other communication shall be in writing, signed by or on behalf of the Party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, (ii) if mailed, three (3) Business Days after the date mailed by certified or registered mail, return receipt requested, with postage prepaid, or (iii) if sent with a reputable air or ground courier service, fees prepaid, the date on which such courier represents such notice will be available for delivery, in each case to the respective address(es) of the Party to whom such notice is to be given as set forth below, or at such other address of which such Party shall have given notice to the other Party as provided in this Section 16. Legal counsel for any Party may give notice on behalf of such Party.

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

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

If to Developer, to: BRIDGE-Potrero Community Associates, LLC
c/o BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, California 94108
Attn: Daniel Adams, Director of Development

with a copy to: BRIDGE Housing Corporation
600 California Street, Suite 900

San Francisco, CA 94108
Attn: Rebecca V. Hlebasko, Senior Vice President
and General Counsel

with a copy to: Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA 02110
Attn: Daniel M. Rosen

Section 17. Relationship of Parties; No Third Party Beneficiaries.

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

Section 18. Attorneys' Fees and Costs.

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

Section 19. Time.

Time is of the essence in this Agreement.

Section 20. Assignment.

The Developer shall not assign its interest under this Agreement without the prior written consent of the Authority. During the Term, unless required by HUD, or otherwise required by applicable law, the Authority shall not transfer its interest in the Permitted Area without the prior written consent of Developer.

Section 21. Binding Effect.

This Agreement shall inure to and bind the Parties, their respective representatives, successors and assigns; provided, however, nothing in this Section 21 shall be deemed to permit Developer or the Authority to assign this Agreement except as set forth in Section 20.

Section 22. Interpretation.

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

Section 23. Governing Law.

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

Section 24. Waiver.

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

Section 25. Entire Agreement.

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

Section 26. Severability.

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

Section 27. No Right to Develop; Non-Possessory Interest.

Developer acknowledges that this Agreement merely permits Developer the limited right to enter the Permitted Area, as set forth herein, and to perform the Permitted Work and does not grant any other right to use or otherwise develop the Project Site, or an portion thereof (other than in accordance with the MDA). Notwithstanding the limited right to enter granted herein, the Authority retains full ownership and possession of the Site, and Developer will not acquire any ownership interest, or estate in the Site, whether temporary, permanent, revocable, or irrevocable, possessory, or otherwise, by reason of this Agreement, or by the exercise of the rights granted herein. Developer will make no claim to any such estate or interest and hereby waives and relinquishes any and all right or claim it has or may have in or to any such estate or interest. Nothing in this Agreement shall be deemed to waive, limit, or modify the conditions precedent to the execution of a Ground Lease for the Site as set forth in the MDA.

Section 28. Counterparts.

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

Remainder of Page Left Intentionally Blank

WHEREFORE, the Authority and Developer have entered into this Agreement as of the Effective Date.

AUTHORITY:

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

By: _____

Barbara T. Smith
Acting Executive Director

APPROVED AS TO FORM:

Dianne Jackson McLean
Goldfarb & Lipman LLP
Special Legal Counsel

DEVELOPER:

BRIDGE-POTRERO COMMUNITY
ASSOCIATES, LLC, a California limited liability
company

By: BRIDGE Regional Partners, Inc., a
California public benefit corporation, its sole
member

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PROJECT SITE

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

EXHIBIT B

SITE MAP OF THE PERMITTED AREA

EXHIBIT C

DESCRIPTION OF EXPLORATORY TESTING PLANS

EXHIBIT K

Hazardous Materials Disclosure

(to follow)

Exhibit L

Market Rate Housing Guidelines

This document (the “Market Rate Housing Guidelines”) establishes a process to develop a program for Market Rate Housing Developments and to select Market Rate Housing Development Owners that will purchase Market Rate Housing Development Sites from the Authority in accordance with the Master Development Agreement between the Housing Authority of the City and County of San Francisco (the “**Authority**”) and BRIDGE-Potrero Community Associates, LLC (the “**Developer**”) dated _____ (the “**MDA**”). Capitalized terms used in this document and not otherwise defined shall have the meaning provided in the MDA.

The Authority, the Developer and MOHCD intend to further develop these Market Rate Housing Guidelines, either in general terms or relative to a given Phase, and may choose to establish one or more separate DDAs or other equivalent agreements to implement the Market Rate Housing Development activities.

1. Program:

- a. The goal of the Market Housing Development process is to develop approximately eight hundred (800) market rate units in the Project across multiple Market Rate Housing Development Sites.
- b. MOHCD may choose to incorporate below market rate units (“**BMR Units**”) into the development program for all or some of the Market Rate Housing Development Sites. MOHCD reserves the right to require BMR units in amounts and at levels of affordability to be determined by MOHCD prior to issuance of the applicable solicitation documents. The parties acknowledge that inclusion of such BMR units will have the effect of lowering the subject parcel's sale price and that MOHCD's

gap funding is partially contingent on market-rate sale proceeds. It is not MOHCD's intention to slow the Project's construction schedule by requiring BMR units. Any such requirements for BMR Units will be memorialized in the solicitation documents for the subject parcel and in a Notice of Special Restrictions requiring the ongoing provision of BMR Units on the subject property.

- c. Without limiting MOHCD's rights to require BMR Units in some or all of the Market Rate Housing Development Sites, the Market Rate Housing Development Sites shall not be subject to any of the affordable housing obligations required by Planning Code Section 415, *et seq.* or any similar affordable/inclusionary housing requirements to which the Market Rate Housing Development Sites Project Site would be subject in the absence of the City DA or the MDA. The overall housing program as established in the City DA satisfies the City's inclusionary affordable housing requirements without the provision of any inclusionary / BMR Units in the Market Rate Housing Development Sites.
- d. The programmatic requirements for each Market Rate Housing Development Site will be established by the Developer and MOHCD and subject to City Approval. MOHCD acknowledges, in connection with carrying out its consultation with the Authority as part of the City Approval process, that the Authority is committed to facilitating high-quality, family developments as well as financial feasibility for the Market Rate Housing Developments.
- e. The Authority will not place restrictions on the Market Rate Housing Development Sites that would have the effect of reducing their value in order to maximize sales price and resources for the Project to be funded to MOHCD pursuant the Cashflow MOU; provided, however, that the Market Rate Housing Development sites may be subject to applicable provisions of the Workforce MOU.

2. Role of Developer

- a. The Developer or its Affiliate will carry out Market Rate Housing Development Site Preparation in accordance with the MDA using City Subsidy.
- b. The Developer will work with the City pursuant to the City DA to carry out a process (the “RFP Process”) comprised of the following elements:
 - i. prepare a development program for each Market Rate Housing Development Site in accordance with applicable City DA Approvals and these Guidelines (the “Market Rate Program”);
 - ii. prepare Requests for Proposals or otherwise initiate and create documents for a competitive sale or selection process for each Market Rate Housing Development Site for the Approval of both MOHCD and the Authority; and
 - iii. manage the RFP Process to identify third-party Market Rate Housing Development Owners.

3. Developer Compensation

- a. The Developer or its Affiliate will be compensated for coordinating and overseeing each Phase of Market Rate Housing Development Site Preparation through the Infrastructure Developer Fee to be established by the City pursuant to the terms of the HOPE SF Developer Fee Policy.
- b. The Developer or its Affiliate will be compensated for coordinating and overseeing the RFP Process for the marketing and disposition of each Market Rate Housing Development Site through a Lot Sales Proceeds Fee to be established by the City pursuant to the terms of the HOPE SF Developer Fee Policy.

4. Developer Opportunities to Acquire Market Rate Housing Development Sites

- a. MOHCD and the Authority reserve the right to offer certain Market Rate Housing Development Sites for sale to Developer or its Affiliate for appraised value on a sole-source basis, subject to the terms and provisions of any future agreement(s) between the Parties.

- b. Developer or its Affiliate may choose to bid on any of the Market Rate Parcels offered pursuant to the RFP Process described above. If Developer or its Affiliate chooses to bid on (or wishes to reserve the ability to bid on) any Market Rate Parcel, then Developer shall recuse itself from the RFP Process.

EXHIBIT M

Form of Notice of Termination

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Housing Authority of the City and County of San Francisco
1815 Egbert Street
San Francisco, CA 94124
Attn: Acting Executive Director

Recorder's Stamp

Block/Lot: _____

Address: _____, San Francisco, California

**NOTICE OF TERMINATION
(Potrero Annex and Terrace)**

WHEREAS, under that certain Master Development Agreement by and among BRIDGE-Potrero Community Associates, LLC, a California limited liability company ("Master Developer"), the City and County of San Francisco, a municipal corporation (the "City") acting by and through the Mayor's Office of Housing and Community Development, and the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (the "Authority"), dated as of _____ and recorded in the Official Records of the City and County of San Francisco (the "Official Records") on _____ as Document No. _____ at Reel ____, Image ____, (the "MDA"), the [Affordable Housing/Market Rate Housing] Development Closing has occurred with respect to certain real property situated in the City and County of San Francisco, State of California, which property is more particularly described in Exhibit A hereto (the "Property");

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings set forth in the MDA;

WHEREAS, the MDA terminated in accordance with its terms with respect to the Property as of the [Affordable Housing/Market Rate Housing] Development Closing with respect thereto; and

WHEREAS, in accordance with the MDA, the undersigned desire to record this Notice of Termination with respect to the Property.

NOW, THEREFORE, the undersigned do hereby record this Notice of Termination to confirm that the MDA has terminated in accordance with its terms with respect to the Property.

Nothing contained in this Notice of Termination shall modify in any other way any other provisions of the MDA or any other provision of any documents incorporated in the MDA, in each case including any provisions that survive termination of the MDA and any provisions regarding such survival.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the undersigned have executed this Notice of Termination as
of _____, 20__.

CITY:

MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Olson Lee, Director

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney,
as counsel to MOHCD

By: _____
Heidi J. Gewertz, Deputy City Attorney

Signatures continue on following page

AUTHORITY:

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

By: _____

Barbara T. Smith
Acting Executive Director

APPROVED AS TO FORM:

Goldfarb & Lipman LLP,
Special Legal Counsel

By: _____

Dianne Jackson McLean

Signatures continue on following page

MASTER DEVELOPER:

**BRIDGE-POTRERO COMMUNITY
ASSOCIATES, LLC**, a California limited liability
company

By: BRIDGE Regional Partners, Inc., a
California public benefit corporation, its sole
member

By: _____

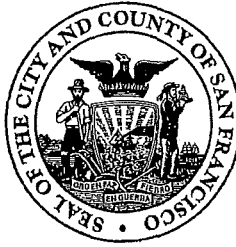
Name: _____

Title: _____

EXHIBIT A

Legal Description of the Property

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO BUDGET AND FINANCE COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Budget and Finance Committee will hold a public hearing to consider the following proposals and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

Date: Wednesday, January 11, 2017

Time: 10:00 a.m.

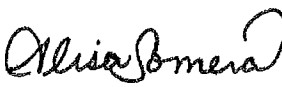
Location: Legislative Chamber, Room 250, located at City Hall
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: Potrero HOPE SF Affordable Housing Development Project

File No. 161161. Ordinance approving a Development Agreement between the City and County of San Francisco, the Housing Authority of the City and County of San Francisco, and BRIDGE Potrero Community Associates, LLC, for the Potrero HOPE SF Project at the approximately 38-acre irregularly-shaped site bounded by 23rd Street and Missouri Street to the north, Texas Street to the east, 25th Street and 26th Street to the south, and Wisconsin Street to the west; confirming the Development Agreement's compliance with, or waiving certain provisions of, Administrative Code, Chapters 14B, 29, and 56; approving the use of impact fees and exactions for improvements and other community benefits, as set forth in the Development Agreement, and waiving any conflicting fee provisions in Planning Code, Article 4; ratifying past actions taken in connection with the Development Agreement; authorizing further actions taken consistent with this Ordinance; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b).

File No. 161355. Resolution authorizing the execution of the Master Development Agreement between the Housing Authority of the City and County of San Francisco, BRIDGE Potrero Community Associates, LLC, a California limited liability company, and the City and County of San Francisco, for the Potrero HOPE SF Project at the approximately 38-acre irregularly shaped site bounded by 23rd Street and Missouri Street to the north, Texas Street to the east, 25th Street and 26th Street to the south and Wisconsin Street to the south; and making findings under the California Environmental Quality Act, and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b).

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, January 6, 2017.


for Angela Calvillo
Clerk of the Board

DATED: December 28, 2016
PUBLISHED/MAILED/POSTED: December 30, 2016

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Alisa Somera
CCSF BD OF SUPERVISORS (OFFICIAL NOTICES)
1 DR CARLTON B GOODLETT PL #244
SAN FRANCISCO, CA 94102

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE
Ad Description AS - Potrero HOPE SF Project

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

12/30/2016

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

EXM# 2961358

**NOTICE OF PUBLIC HEARINGS
BOARD OF SUPERVISORS
OF THE CITY AND
COUNTY OF SAN FRANCISCO**

NOTICE IS HEREBY GIVEN THAT the following Committees will hold public hearings to consider the following proposals related to the POTRERO HOPE SF AFFORDABLE HOUSING DEVELOPMENT PROJECT and said public hearings will be held as follows, at which time all interested parties may attend and be heard:

LAND USE AND TRANSPORTATION COMMITTEE
MONDAY, JANUARY 8, 2017 - 1:30 PM
**LEGISLATIVE CHAMBER,
ROOM 250, CITY HALL,
1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA**

File No. 161160, Ordinance amending the Planning Code by amending the Zoning Map Sheets SU-08 and HT-08 in connection with the Potrero HOPE SF project; adopting findings under the California Environmental Quality Act; making findings of consistency with the General Plan, as proposed for amendment, and the eight priority policies of Planning Code, Section 101.1; and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 302.

BUDGET AND FINANCE COMMITTEE
WEDNESDAY, JANUARY 11, 2017 - 10:00 AM
**LEGISLATIVE CHAMBER,
ROOM 250, CITY HALL,
1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA**

File No. 161161, Ordinance approving a Development Agreement between the City and County of San Francisco, the Housing Authority of the City and County of San Francisco, and BRIDGE Potrero Community Associates, LLC, for the Potrero HOPE SF Project at the approximately 38-acre irregularly-shaped site

bounded by 23rd Street and Missouri Street to the north, Texas Street to the east, 25th Street and 26th Street to the south, and Wisconsin Street to the west; confirming the Development Agreement's compliance with, or waiving certain provisions of, Administrative Code, Chapters 14B, 29, and 58; approving the use of impact fees and exactions for improvements and other community benefits, as set forth in the Development Agreement, and waiving any conflicting fee provisions in Planning Code, Article 4; ratifying past actions taken in connection with the Development Agreement; authorizing further actions taken consistent with this Ordinance; making findings under the California Environmental Quality Act; and making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b). In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearings on these matters may submit written comments to the City prior to the time the hearings begin. These comments will be made part of the official public record in these matters, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to these matters are available in the Office of the Clerk of the Board. Agenda information relating to these matters will be available for public review on Friday, January 8, 2017. - Angela Calvillo, Clerk of the Board



* A 0 0 0 0 0 4 3 1 6 1 6 7 *

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

2016 DEC 13 PM 3: 26
 Time stamp or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Cohen

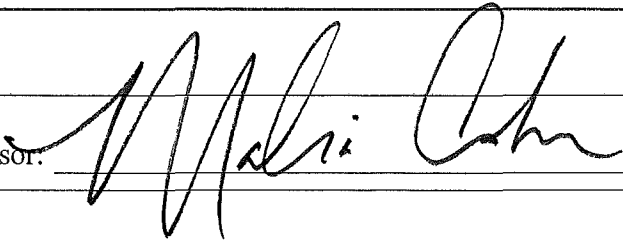
Subject:

Master Development Agreement – Potrero Housing Associates I, L.P. – Potrero HOPE SF Project

The text is listed below or attached:

Attached

Signature of Sponsoring Supervisor:



For Clerk's Use Only:

BOS-11 COB City Att
incl Use, Budget

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

London Breed

PRESIDENTIAL ACTION

Date: 12/28/16
To: Angela Calvillo, Clerk of the Board of Supervisors

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 DEC 29 PM 4:36
OK

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____
(Primary Sponsor)
Title. _____

Transferring (Board Rule No 3.3)

File No. 161355 Cohen
(Primary Sponsor)

Title. Master Development Agreement - BRIDGE Potrero Community
Associates, LLC - Potrero HOPE SF Project

From: Land Use & Transportation Committee

To: Budget & Finance Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____

Replacing Supervisor _____

For: _____ Meeting
(Date) (Committee)

London Breed, President
Board of Supervisors



MEMORANDUM

Date: January 6, 2016

To: Supervisor Breed
Supervisor Peskin
Supervisor Yee
Supervisor Elect Fewer
Supervisor Elect Ronen
Supervisor Elect Safai
Appointed Supervisor Jeff Sheehy

From: Angela Calvillo, Clerk of the Board

Subject: **Inaugural Ticket Information for Newly Elected and Re-Elected Members**

Newly elected and Re-elected Members will receive in advance a total of 15 tickets, a combination of tickets inside the rail, and within the public gallery for Family, Legislative Aides or Special guests.

- Five golden rod tickets for guests to sit nearest you, inside the rail.

On Monday, January 9, 2017, between 9:15 a.m. and 9:50 a.m. please enter through the Chamber Ante Room door (room 246), no later than 9:50 a.m. and have your five guests enter through the center doors with their tickets no later than 9:50 a.m. The ceremony should begin promptly at 10:00 a.m.

Additionally, you will receive

- Ten ivory tickets for your guests to sit within the public gallery.

These guests are to enter the Chamber through the door to the right of the center door between 9:15 a.m. and 9:50 a.m. and present the ticket to the usher.

Please note, we know it is important to you that your guests witness this wonderful day, which is why we provide the best time for which they must arrive. You must be aware that there are a limited number of seats available for the public, department heads and honorary guests on a first come first serve basis, therefore your guests must be seated by 9:50 a.m. All remaining available seats in the public gallery at 9:50 a.m. will be given away to the public. After the Chamber is full, all others will be directed to the North Light Court.

Due to the limited nature of seating in the Chamber, there can be no exceptions.

Thank you for your attention to this important matter.

