

File No. 241044

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Rules Committee

Date Nov 4, 2024

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- Memorandum of Understanding (MOU)
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 - Ethics Commission
- Award Letter
- Application
- Form 700
- Information/Vacancies (Boards/Commissions)
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OTHER (Use back side if additional space is needed)

- Public Works ORder 211082
- Site Plan Map and Final Map No. 9677
- BOS Ordinance No. 180-07
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Victor Young

Date Oct 31, 2024

Completed by: _____

Date _____

1 [Official Naming of Streets - Hunters View Phase III]

2

3 **Resolution approving the official naming for two street segments within the Hunters**
4 **View HOPE SF Infrastructure Phase III Project; approving Memory Lane as the official**
5 **street name for the yet to be constructed unnamed street that starts at the intersection**
6 **of Catalina Street and Middle Point Road on the north and ends at its southerly**
7 **terminus where it rejoins Middle Point Road; and continuing the street name of Fairfax**
8 **Avenue from its unbuilt segment at its intersection with Middle Point Road to its**
9 **easterly terminus at Memory Lane.**

10

11 WHEREAS, In August 2007, the San Francisco Board of Supervisors established the
12 HOPE SF program to fund revitalization of San Francisco’s most distressed public housing in
13 Ordinance No. 180-07, Clerk of the Board of Supervisors File No. 070849; and

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

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

22 WHEREAS, The Housing Authority of the City and County of San Francisco (“SFHA”)
23 previously owned and operated 267 units of public housing on the approximately 23-acre site
24 known as Hunters View HOPE SF (the “Hunters View Project”); and

25

1 WHEREAS, The Hunters View Project, which is located in Bayview Hunters Point, is
2 generally bounded by property owned by Pacific Gas & Electric to the north, residential
3 development on the west, Hunters Point Boulevard to the east, and Youth Park and Malcom X
4 Academy to the south; and

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

11 WHEREAS, JSCo, Ridge Point, and DGI companies established a separate entity
12 named Hunters View Associates, L.P. (the “Developer”), under which to plan and develop the
13 Hunters View Project; and

14 WHEREAS, The Hunters View Project master plan consists of (a) three phases of
15 development that when completed will total a maximum of 800 units, of which at least 267 are
16 replacement units for existing Hunters View households, approximately 137 are additional
17 affordable housing units, and up to 396 units will be for market rate homeownership or rental;
18 (b) all new streets and utility infrastructure; (c) 2.5 acres of new open spaces; and (d)
19 approximately 16,000 square feet of new neighborhood serving spaces; and

20 WHEREAS, Hunters View Project Phases I and II have completed new streets and
21 utilities, along with privately owned publicly accessible parks and new affordable housing
22 containing public housing replacement units and new affordable housing, and rough graded
23 lots for market rate homeownership or rental; and

1 WHEREAS, Hunters View Phase III is an approximately 7.43-acre infill area that
2 includes the former public housing building foundations and the vacated streets of Wills and
3 Hare Streets, along with West Point Road; and

4 WHEREAS, The Board of Supervisors approved the Hunters View Phase III final
5 subdivision map in Motion M21-22, a copy of this Motion and the final subdivision map are on
6 file with the Clerk of the Board of Supervisors in File No. 210800; and

7 WHEREAS, In June 2022, the Developer began construction of the open space
8 improvements and Public Infrastructure Improvements, as defined in the Public Improvement
9 Agreement associated with the Hunters View Phase III final subdivision map, including
10 demolition of existing conditions, mass grading, roadway and utility improvements and the
11 construction of a privately owned publicly accessible park and additional open space
12 improvements (the “Phase III Project”); and

13 WHEREAS, Under the abovementioned Public Improvement Agreement, the
14 Developer will construct and dedicate public streets within the Phase III Project (collectively
15 the “Public Streets”); and

16 WHEREAS, The Board of Supervisors anticipates dedicating these Public Streets as
17 open public right-of way through subsequent actions and accepting the Public Streets and
18 attendant public infrastructure for City maintenance and liability purposes subject to certain
19 conditions; and

20 WHEREAS, To avoid public confusion with street names and create a consistent and
21 comprehensive street naming nomenclature applicable to this multi-year phased Project, this
22 Resolution proposes to officially name Public Streets within the Phase III Project; and

23 WHEREAS, The proposed street names for the Public Streets (“Proposed Street
24 Names”) are Fairfax Avenue and Memory Lane, and are shown in their approximate locations
25

1 on a map that is on file with the Clerk of the Board of Supervisors in File No. 241044 and
2 incorporated herein by reference; and

3 WHEREAS, The segment of Fairfax Avenue to be named is a one block extension of
4 the existing Fairfax Avenue from its intersection with Middle Point Road to its easterly
5 terminus at Memory Lane; and

6 WHEREAS, Memory Lane is a yet to be constructed unnamed street that starts at the
7 intersection of Catalina Street and Middle Point Road on the north and ends at its southerly
8 terminus where it rejoins Middle Point Road; and

9 WHEREAS, In Public Works (“PW”) Order No. 211082, dated October 18, 2024, the
10 Public Works Director certified that PW accepts the Proposed Street Names at their
11 approximate locations shown on the abovementioned map and that none of the Proposed
12 Street Names conflict with the names of existing streets located in the San Francisco; and

13 WHEREAS, This PW Order also includes a report explaining the derivation of the
14 Memory Lane, and copies of the PW Order, the street name map, and Public Works report
15 are on file with the Clerk of the Board of Supervisors in File No. 241044 and incorporated
16 herein by reference; and

17 WHEREAS, For establishing the name of unnamed streets, San Francisco follows the
18 practices specified in Public Works Code, Section 423, the PW informational bulletin entitled
19 “Street Name Establishment/Street Name Change,” and, despite California Streets and
20 Highways Code, Section 971, which allows the Board of Supervisors to name previously
21 unnamed streets without any hearing or notice, the Board has elected to proceed with a
22 Resolution and a public hearing process to name the unnamed streets at this Project site in
23 accordance with California Government Code, Section 34091.1; now, therefore, be it

24 RESOLVED, That consistent with law and procedures specified above, the Board of
25 Supervisors hereby establishes the official names for the listed unnamed Public Streets as

1 Fairfax Avenue and Memory Lane, in the approximate locations shown on a map that is
2 attached to the PW Order that is on file with the Clerk of the Board of Supervisors; and, be it

3 FURTHER RESOLVED, That the Proposed Street names will be operative at the time
4 the Board of Supervisors accepts the public dedication of the particular street segment or
5 segments; and, be it

6 FURTHER RESOLVED, That City departments are authorized to use the new street
7 names prior to their operative date should it be necessary for efficient administration of
8 governmental functions, such as permit issuance and creation of property tax bills; and, be it

9 FURTHER RESOLVED, That by adopting this Resolution, the Board of Supervisors
10 does not intend to effectuate any change in City department jurisdictional control over any
11 portion of the streets depicted on maps on file with the Clerk of the Board of Supervisors; and,
12 be it

13 FURTHER RESOLVED, That the Board of Supervisors directs the Clerk of the Board
14 to forward a certified copy of this Resolution to the County Surveyor in accordance with
15 California Streets and Highways Code, Section 5026 in order to enter the names on the
16 official records of San Francisco street names.

17
18 n:\legana\as2024\2100070\01791745.docx



San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 211082

RECOMMENDING ADOPTION OF MEMORY LANE AND THE EXTENSION OF THE EXISTING STREET NAME FAIRFAX AVENUE AS OFFICIAL STREET NAMES FOR YET TO BE CONSTRUCTED UNNAMED STREETS LOCATED WITHIN THE HUNTERS VIEW HOPE SF PHASE III PROJECT.

BACKGROUND

In August 2007, the San Francisco Board of Supervisors established the HOPE SF program to fund revitalization of San Francisco’s most distressed public housing (Ordinance No. 180-07). 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 Housing Authority of the City and County of San Francisco (“SFHA”) previously owned and operated 267 units of public housing on the approximately 23-acre site known as Hunters View (the “Hunters View Project”).

The Hunters View Project (“Project”), which is located in Bayview Hunters Point, is generally bounded by property owned by Pacific Gas & Electric to the north, residential development on the west, Hunters Point Boulevard to the east, and Youth Park and Malcom X Academy to the south.

The Hunters View HOPE SF master plan consists of (a) three phases of development that, when completed, will total a maximum of 800 units, of which at least 267 are replacement units for existing Hunters View households, approximately 137 are additional affordable housing units, and up to 396 units will be for market rate homeownership or rental, (b) all new streets and utility infrastructure, (c) 2.5 acres of new open spaces, and (d) approximately 16,000 square feet of new neighborhood serving spaces. Hunters View Phase I and Phase II have completed new streets and utilities, along with privately owned publicly accessible parks and new affordable housing containing public housing replacement units and new affordable housing, and rough graded lots for market rate homeownership or rental.

Hunters View Phase III is an approximately 7.43-acre infill area that includes the former public housing building foundations and the vacated streets of Wills and Hare Streets, along with West Point Road.

On July 27, 2021 through Motion No. M21-122, the Board of Supervisors approved Final Map No. 9677 for Hunters View Phase III and authorized the Director of Public Works and the City Attorney to execute the Public Improvement Agreement (“PIA”) governing the construction and acceptance of public improvements associated with the phase. This Final Map included new Lots 8 and 9 offered for dedication as new street lots, and were labeled with placeholder names of “Street 1” and “Street 2”.

In June 2022, Hunters View Associates, L.P. began construction of the open space improvements and Public Infrastructure Improvements, as defined in the Public Improvement Agreement associated with the Hunters View Phase III final subdivision map, including demolition of existing conditions, mass grading, roadway and utility improvements and the construction of a privately owned publicly accessible park and additional open space improvements. Under the Public Improvement Agreement for Hunters View Phase III, the Developer will construct and dedicate public streets within and adjacent to the Project.

The Board of Supervisors anticipates dedicating these Public Streets as an open public right-of-way through subsequent actions and accepting the Public Streets and associated public infrastructure for City maintenance and liability purposes subject to certain conditions.

The proposed street names for the Public Streets (“Proposed Street Names”) in Hunters View Phase III are: a) Memory Lane for “Street 1” identified as Lot 9 in Final Map No. 9677, and b) Fairfax Avenue for “Street 2” identified as Lot 8 in Final Map No. 9677, as graphically depicted on Attachment 1. Memory Lane is parallel to a section of Middle Point Road. Memory Lane’s northern terminus connects to Middle Point Road at the intersection of Middle Point Road and Catalina Street. Memory Lane’s southern terminus connects to Middle Point Road one block south of the intersection of Middle Point Road and the new extension of Fairfax Avenue. The new section of Fairfax Avenue to be named is an eastern extension of the existing street from its intersection with Middle Point Road to its terminus at Memory Lane.

The Proposed Street Name of Memory Lane is a result of an extensive coordination between the Project Sponsor (“John Stewart Company” or “JSCo”) and residents of Hunters View HOPE SF. The residents of Hunters View HOPE SF formed a Resident Council which consists of approximately eleven (11) Hunters View HOPE SF residents who reside in the completed affordable housing buildings Hunters View Phase I and Phase II. Resident Council members and Resident Council leaders were democratically elected by Hunters View HOPE SF residents. The Resident Council met with JSCo to discuss potential street names for Hunters View Phase III, reviewing a list of names compiled in 2010 in Hunters View resident meetings with residents living in the formerly public housing site. Of the names from the 2010 list, the Resident Council selected three (3) potential street names – Hunters View Lane, Memory Lane, and Bayview Lane. In November 2023, JSCo and the Resident Council designed an online and paper survey to poll residents to select one of the proposed names. From November 2023 to August 2024 one hundred one (101) survey responses were collected (representing roughly 1/3 of the 286 households in units at Hunters View) and Memory Lane received 68% of the votes cast. Memory Lane was recommended by the Resident Council as the preferred street name in place of “Street 1” on Final Map 9677 as it was the preferred choice of the Hunters View HOPE SF residents. Memory Lane pays homage to the history of the Hunters View neighborhood, while also embracing the future of the community and serves as a reminder of the memories of all residents of Hunters View HOPE SF who have lived in the previous public housing development before the HOPE SF mayoral initiative began and inclusive of some of the residents who have passed away that were deeply involved with advocating for services and resources for Hunters View public housing within and without the HOPE SF mayoral initiative.

The Resident Council further recommended naming the new street segment identified as Lot 8 or “Street 2” on Final Map 9677 as Fairfax Avenue since it was a continuation of the same street name established Phases I and II of Hunters View and was a short street segment. In September of 2024, Resident Council leaders along with the Project Sponsor presented the Proposed Street Names to the District 10 Supervisor prior to finalizing the recommendation.

The Department of Public Works (“Public Works”) processes proposed street name establishment for unnamed streets pursuant to the requirements of the California Streets and Highways Code Section 971 and Public Works informational bulletin entitled “Street Name Establishment/Street Name Change.” Public Works also follows additional procedures regarding street name establishment in accordance with Streets and Highways Code Sections 970.5 and 5026 and Government Code 34091.1. Under Public Works Code Section 423, the Proposed

Street Name of Memory Lane does not exist elsewhere in San Francisco, and therefore, does not conflict or cause confusion with existing street names.

FINDINGS

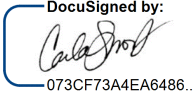
The Director of Public Works finds that the Proposed Street Names, as described above and as depicted on Attachment 1 hereto, are consistent with the requirements of the applicable State laws and local laws and regulations pertaining to the adoption of names for unnamed streets, including specifically that the aforementioned Proposed Street Names do not conflict with the names of existing City streets.

DECISION

The Director of Public Works hereby recommends that the Board of Supervisors establish the Proposed Street Names for the unnamed roadways as depicted on Attachment 1 hereto, including by adopting legislation establishing the street names and, in accordance with California Streets and Highways Code Section 5026, direct the Department to add the street names to the official records of San Francisco street names.

X 

Blackwell, William
Acting City & County Surveyor

X 

Short, Carla
Director of Public Works

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Attn: Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

No fee for recording pursuant to Government
Code Section 27383



Doc # **2021135898**

City and County of San Francisco
Joaquin Torres, Assessor – Recorder

8/24/2021	3:35:09 PM	Fees	\$0.00
Pages 38	Title 013	Taxes	\$0.00
Customer 035	RS	Other	\$0.00
		SB2 Fees	\$0.00
		Paid	\$0.00

APN: **4624-032**

[Space Above for Recorder's Use]

**HUNTERS VIEW PHASE III
PUBLIC IMPROVEMENT AGREEMENT**

This HUNTERS VIEW PHASE III PUBLIC IMPROVEMENT AGREEMENT (this “**Agreement**”) is entered into as of **July 27th**, 2021 (the “**Effective Date**”), by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California (the “**City**”), and Hunters Point Affordable Housing, Inc., a California nonprofit public benefit corporation (“**HPAH**” or “**Subdivider**”).

RECITALS

A. Except as specifically defined herein, capitalized terms shall have the meanings given in (i) the San Francisco Subdivision Code and Subdivision Regulations (the “**Code**”), (ii) the Hunters View Design for Development Document (the “**D for D**”) and (iii) the Plans and Specifications (as defined below).

B. Whereas, pursuant to the Development and Disposition Agreement, by and between the Housing Authority of the City and County of San Francisco, a public body corporate and politic (“**SFHA**”), and Hunters View Associates, LP, a California limited partnership (“**HVA**”) dated January 28, 2021 (the “**Phase III DDA**”), SFHA has transferred all the responsibilities, obligations, and liabilities for the construction of the Phase III Required Infrastructure (as defined below) on the land shown on Final Map Tract No. 9677 (the “**Final Map**”) to HVA as “Master Developer”, and has authorized HVA to be its representative.

C. Whereas, HPAH is the co-general partner of HVA and is the designated Subdivider under this Agreement, and pursuant to the terms of this Agreement, the Subdivider may assign to HVA and/or HV Partners 3, LP, a California limited partnership, (“**HVP3**”) the Subdivider’s obligations under this Agreement, provided that Subdivider, HVA and/or HVP3, as the case may be, shall be jointly and severally liable for the Subdivider’s obligations following such assignment.

D. Whereas, San Francisco Public Works (“**PW**”) acknowledges that as described above in Recital B, SFHA has transferred all of the responsibilities, obligations and liabilities for the construction of the Phase III Required Infrastructure from SFHA to HVA, HVP3 or their assignees and has authorized HVA, HVP3 or their assignees to be its representative.

E. Whereas, Owner (as defined below) is engaged in subdividing, and Subdivider and its affiliates are developing the land shown on the Final Map commonly known as Assessor's Block 4624, Lots 32 (the "**Property**"). A tentative map, entitled "Hunters View Phase III Tentative Subdivision Map" (the "**Tentative Map**"), for the proposed subdivision of the Property was approved by the PW Director, acting as the Advisory Agency (the "**Director**" or "**PW Director**"), subject to certain requirements and conditions contained in the section titled "Conditions" in the Director's Public Works Order No. 203737 regarding the Tentative Map application (the "**Conditions of Approval**").

F. Whereas, pursuant to the Code relating to the filing, approval, and recordation of subdivision maps and the Conditions of Approval, Owner submitted to the City, for approval and recordation, the Final Map which, upon approval by the City, will be filed in the Official Records of the City and County of San Francisco.

G. Whereas, Owner and Subdivider have requested that the Final Map be approved prior to the completion of construction and installation of the public improvements required by the Conditions of Approval of the Tentative Map and which are part of or appurtenant to the Property. Such public improvements are more particularly described in those certain improvement plans identified in Exhibit A-1 (as such plans may be revised from time to time, the "**Plans and Specifications**"). The Plans and Specifications provide for the construction, installation and completion of the public improvements identified therein (the "**Phase III Required Infrastructure**"), and include the specifications and details of such public improvements. The term "Phase III Required Infrastructure" also includes any interim or temporary facilities, if any, shown on the Plans and Specifications, and the Middle Point Repairs (as defined below in Recital I). The estimated costs of completing the Phase III Required Infrastructure are described on Exhibit B (the "**Estimated Costs**"). Copies of the Plans and Specifications are on file with the PW.

H. Whereas, the Code provides that before a final subdivision map or parcel map is approved by the City, Subdivider shall have either (i) installed and completed all of the public improvements required by the City and detailed in the plans and specifications approved by the Director, or (ii) entered into an agreement (the "**Public Improvement Agreement**" or "**PIA**") with the City to install and complete, free of liens, all of such public improvements within a definite period of time and provided improvement securities to secure satisfactory performance of such agreement.

I. Whereas, the parties had previously entered into that certain Hunters View Phase II Public Improvement Agreement dated October 27, 2014, for the construction, installation and completion of the Phase II Required Infrastructure (as defined therein); however, Subdivider has requested and the City has agreed to defer a portion of the Phase II Required Infrastructure relating to (i) the eastern curb ramps at Middle Point Road and Fairfax Avenue Intersection, (ii) the Middle Point Road concrete pavement from lip of gutter to lip of gutter from station 62+18.50 to 65+12, and (iii) eastern curb ramps at Middle Point Road and Hare Street, and concrete pavement, curb and gutter between Hare Street and Innes Avenue, all as more specifically provided in Instructional Bulletin – IB-15 dated October 15, 2020, and shown on Sheets 32, 33, 37, 39 and 40 of the "Hunters View Development Project, Phase II Infrastructure" Improvement Plans and Specifications dated September 5, 2014 (collectively, "**Middle Point Repairs**"), to be constructed, installed and completed concurrent with the construction and installation of the Phase III Required

Infrastructure. The Middle Point Repairs are more particularly described on Sheets 34-45 in the Plans and Specifications.

J. Whereas, in order to permit the approval and recordation of the Final Map by the City (including the dedications contained therein), to implement the Conditions of Approval, and to simultaneously satisfy the security provisions of the Code, the City and Subdivider desire to enter into this Agreement.

AGREEMENT

NOW THEREFORE, in order to ensure satisfactory performance of Subdivider's obligations under the Code, and in consideration of the approval and recordation by the City of the Final Map (including the dedications contained therein), and to implement the Conditions of Approval, and other valuable consideration, Subdivider and the City agree as follows:

1. Definitions.

(a) SFHA means the Housing Authority of the City and County of San Francisco, a public body corporate and politic, who is the Fee Title holder of interest of the Property and signatory to the Final Map.

(b) Owner means SFHA.

(c) HVA means Hunters View Associates, L.P.

(d) HVP3 means HV Partners 3, LP.

(e) HPAH means Hunters Point Affordable Housing, Inc.

(f) Subdivider means HPAH.

(g) General Contractor means Cahill-Nibbi Joint Venture.

(h) Progress Payment means a payment made in compliance with the schedule of partial payment agreed upon in the contract for the work.

2. Subdivider's Obligations.

(a) Completion of Phase III Required Infrastructure; Completion of Middle Point Repairs. Subdivider shall, in good and workmanlike manner, furnish all necessary materials and complete construction of the Phase III Required Infrastructure, including the Middle Point Repairs, as set forth in Exhibit A-1 in accordance with the performance schedule(s) set forth in Exhibit A-2 provided, however, that the periods of time provided in this condition may be extended in accordance with Section 4(b) hereof.

(b) Delivery of As-Built Plans. Within three (3) months after Completion of the Phase III Required Infrastructure, or portion thereof, Subdivider shall furnish to PW and, if requested, the City Department of Building Inspection, as-built plans for such Phase III Required

Infrastructure, or portion thereof, in both electronic (in a reasonably current version of AutoCAD) and Mylar formats and any reports required in connection with such Phase III Required Infrastructure, or portion thereof, by the Plans and Specifications.

(c) Assignment of Subdivider's Obligations. Subdivider may assign to HVA and/or HVP3 the Subdivider's Obligations, which shall be in writing and clearly identify the scope of the rights and/or obligations assigned. Following any such assignment, Subdivider, HVA and/or HVP3, as the case may be, shall be jointly and severally liable for any and all of the Subdivider's Obligations.

3. Improvement Security.

(a) Security. Subject to Subdivider being a nonprofit corporation in the State of California, City agrees that Subdivider, as an eligible nonprofit corporation under Section 66499.3(c) of the Government Code, shall not be required to comply with the bonding requirements set forth in Section 66499.3(a) and (b) provided the following conditions are satisfied:

(i) Subdivider shall post with the City a performance bond that secures its faithful performance in an amount equal to 100 percent of the construction contract attached hereto as Exhibit C-1 (the "**Performance Bond**"), a payment bond required to secure the labor and materials in an amount equal to 100 percent of the construction contract for the payment of labor and materials attached hereto as Exhibit C-2 (the "**Labor and Materials Bond**"), and further a bond required to secure the survey monuments to be installed attached hereto as Exhibit C-3 (the "**Monument Bond**," and together with the Labor and Materials Bond and Performance Bond, the "**Bonds**"). The Bonds under this Section 3(a)(i), or other security deemed acceptable to the City in accordance with California Government Code Sections 66499 et seq., shall be provided to the City prior to the issuance of any Street Improvement Permit by the City. Any assignee of Subdivider shall be a co-obligee on the Bonds. The San Francisco Mayor's Office of Housing and Community Development ("**MOHCD**") shall be designated as the depository under Section 66499.3(c)(2) for moneys ultimately payable to the general contractor in the form of progress payments. The required Bonds, in the amounts that the City Engineer has certified, shall be as follows:

(A) Performance bonds in the amount of \$8,710,800 (100% of estimated cost of completion of the construction and installation of the Phase III Required Infrastructure as determined by the PW Director) to secure the satisfactory performance of Subdivider's obligations (Exhibit C-1); and

(B) A payment bond or other acceptable security in the amount of \$4,355,400 (50% of the estimated cost of completion of the Phase III Required Infrastructure as determined by the PW Director) as guarantee of payment for the labor, materials, equipment, and services required for Required Infrastructure (Exhibit C-2).

(C) Monument bonds in the total amount of \$37,500 for each of the 35 monuments to be installed, representing 100% of the cost of installation of the monuments

in as guarantee of payment for the labor, materials, equipment, and services required for the required monuments (Exhibit C-3).

(ii) All progress payments to the general contractor shall be conditioned on (i) the general contractor's certification to Subdivider that all labor performed in the work, and all materials furnished to and installed in the work, have been paid for in full to the date of certification, (ii) the written approval of Subdivider, and (iii) review and approval of progress payment billings by City. Subdivider shall require the general contractor to deliver all such certifications through the United States mail.

(iii) Final payment to the general contractor shall not be made until 30 days have expired after the filing and recording of the Notice of Completion of the work and acceptance of the work by, and a waiver of lien rights provided by the general contractor to, City in accordance with Section 6(a).

(b) Other Acceptable Security. In lieu of providing any of the security described in Section 3(a)(i) above, Subdivider may, subject to the approval of the Director, provide other security as described in Section 66499 of the Government Code. The Director has entered into a Memorandum of Agreement ("MOA") with MOHCD that commits MOHCD to provide at least 20% of the financing for the Subdivider's Obligations. The Director determines that the MOA provides the equivalent security to that of Government Code Section 66499(a)(3) because both departments are constituent parts of the City and County of San Francisco, and therefore, such a MOA is acceptable security in lieu of an actual instrument of credit. A copy of this MOA is attached hereto as Exhibit C-4. When the Subdivider posts the security specified in Section 3(a)(i) with the City and copies of such bonds made part of this Agreement, the MOA shall automatically terminate and there shall be no requirement to amend this Agreement to reflect the change in security from that provided under this Section 3(b) to the bonds specified in Section 3(a)(i). Any security provided under Section 3(a)(i) or Section 3(b) shall be referred to collectively as the "**Security**".

4. Construction of Phase III Required Infrastructure.

(a) Permits and Fees. Subdivider shall not allow the performance of any work subject to this Agreement until all required permits have been obtained for the portion of work involved, and all applicable fees, including inspection and testing fees, have been paid.

Prior to the approval of the Final Map, and as requested by the City, Subdivider shall arrange for all easements to be granted to the City to allow for construction of the required public improvements on the Property and provide irrevocable Offers of Dedication in Fee Title of the portions of the Property where said public improvements will be constructed and used as future public right-of-way. The PW Director, in his or her discretion, may allow the Subdivider to defer this requirement until prior to approval of an improvement permit or to a later specified date. The PW Director shall issue such deferral in writing.

(b) Extensions.

(i) Requested Extensions. Subdivider may request extensions of the time periods specified in Section 2(a) by submission of a request(s) to the Director. A request shall

be in writing, state adequate evidence to justify the extension, and shall be made not less than thirty (30) days prior to expiration of this Agreement. The Director shall in good faith attempt to determine within such time whether an extension of time shall be granted. The Director's failure to respond within the time specified shall, however, not constitute either a grant or denial of the requested extension. The periods of time for performance under this Agreement shall be automatically extended for the period during which a request for an extension is pending a determination by the Director. The Director shall not unreasonably withhold, condition or delay a request for an extension. The Director may reasonably condition an extension subject to the terms of this Agreement and the conditions provided in the Code, including execution of an Extension Agreement.

(ii) Permit Processing. The periods of time for performance under this Agreement shall be extended for Unavoidable Delay as determined in Section 4(b)(iii) for the period of time associated with permit processing, including, without limitation, permit processing by and obtaining permits and approvals from all agencies with jurisdiction over the Phase III Required Infrastructure.

(iii) Unavoidable Delay. The periods of time for performance under this agreement shall be automatically extended for Unavoidable Delay which is a delay in a Party's performance of its obligations hereunder that is caused by (a) acts of God, enemy action, civil commotion, fire, flood, earthquake or other casualty, (b) strikes or other labor disputes (to the extent not resulting from the labor practices of the Party claiming the benefit of Unavoidable Delay), (c) material shortages of or inability to obtain labor or materials beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, (d) lawsuits brought by plaintiffs unaffiliated with the Party claiming the benefit of Unavoidable Delay, (e) delays by governmental or quasi-governmental entities in issuing requisite approvals or consents beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay, including without limitation failure of the City to respond to Subdivider's submissions within the time periods set forth in this Agreement, (f) quarantine or other restrictions on operations or activities as a result of epidemic, disease, contagion or other health conditions, including the COVID-19 pandemic in effect as of the Effective Date and any subsequent force majeure events caused by or resulting from such COVID-19 pandemic, including measures taking by any governmental authority that prohibits or makes it reasonably impractical for a party to perform any obligation hereunder or for any governmental body or authority to conduct any operations or work necessary to permit a party to perform its obligations hereunder, or (g) any other event beyond the reasonable control of the Party claiming the benefit of Unavoidable Delay. Delays beyond a Party's reasonable control exclude delays to the extent caused by the negligent act or omission or willful misconduct of the Party claiming the benefit of Unavoidable Delay. This Unavoidable Delay provision shall not apply, however, unless (g) the party seeking to rely upon such provisions shall have given notice to the other party, within thirty (30) days after obtaining actual knowledge of the beginning of an enforced delay, of such delay and the cause or causes thereof, to the extent known, and (h) a party claiming the Unavoidable Delay must at all times be acting diligently and in good faith to avoid foreseeable delays in performance, to remove the cause of the delay or to develop a reasonable alternative means of performance.

(iv) Extensions Generally. The provisions in this Section 4(b) are in addition to and not a limitation of any other provision for extensions in this Agreement or in the

Plans and Specifications. No extension approved hereunder shall relieve the surety's liability under the Security.

(c) Revisions to Plans and Specifications. Requests by Subdivider or its agent for revisions, modifications or amendments to the approved Plans and Specifications (each, a "**Plan Revision**") shall be submitted in writing to the Director (or the Director's designee). If the Plan Revision is acceptable to the Director (or the Director's designee), the Director (or the Director's designee) shall approve proposed Plan Revisions which are substantially consistent with the Plans and Specifications and the Final Map. Construction of any proposed Plan Revision shall not commence without prior approval pursuant to this Section 4(c). Construction of any Plan Revision prior to approval shall be at the Subdivider's risk. Plan Revisions shall be accompanied by drawings and specifications and other related documents showing the proposed Plan Revision so as to adequately describe the proposed change and the cost and effect thereof.

(d) Subdivider shall, at no cost to the City, cause all new or replacement electricity distribution facilities, telephone, community cable, and other distribution facilities located as part of the work in Exhibit A-1 to be placed underground. The Plans and Specifications must demonstrate that underground utilities and structures are designed to accommodate future settlement. All utilities, vaults, splice boxes and appurtenances shall be placed underground, subject to approval of the Director.

5. Release of Security. The Security, or any portions thereof, not required to secure completion of Subdivider's obligation for construction or installation of the Phase III Required Infrastructure; to satisfy claims by contractors, subcontractors, and/or persons furnishing materials or equipment; or for setting monuments, set forth on the Final Map, shall be released to the general contractor, or its successors in interest, or reduced, as follows:

(a) Release of Security.

One Year Warranty Bond. Upon the Director's determination of completion of the Phase III Required Infrastructure in accordance with Section 6(a), the Security shall be reduced to ten percent (10%) of the original amount for the purpose of warranting repair of any defect of the Phase III Required Infrastructure which occurs within one year of when: (i) the Phase III Required Infrastructure (or portion thereof), and specifically including each of the respective Phase III Required Infrastructure described on Exhibit A-1 has been completed to the satisfaction of the Director in accordance with Section 6(a) below and provided that the one year warranty period for plant materials, and trees shall commence after the Director receives certification from the City Construction Manager that the plant materials and trees have passed a plant establishment period as set forth in the Plans and Specifications, and (ii) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase III Required Infrastructure have been filed against the City within the one hundred (100) day period following completion of the Phase III Required Infrastructure as determined upon review by the Director in accordance with Section 6(a). If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the Security applicable to such Phase III Required Infrastructure shall be reduced to an amount equal to the greater of (i) the amount of all such claims filed or (ii) ten percent (10%) of the original amount.

(i) Partial Release of Security. Notwithstanding the release provisions in Section 5(a), the Security may be reduced in conjunction with completion of any portion of the Phase III Required Infrastructure to the satisfaction of the Director and may be reduced in connection and conjunction with completion of each of the respective Phase III Required Infrastructure separately described on Exhibit A-1 upon review in accordance with Section 6(a) hereof, by an amount determined by the Director that is not less than the actual cost of the completed portion of the Phase III Required Infrastructure. In no event, however, shall the amount of the Security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of the Phase III Required Infrastructure and any other obligation imposed by the Subdivision Map Act, the Code, this Agreement, the Street Improvement Permit or any other agreement relating to the completion of the Phase III Required Infrastructure or (ii) ten percent (10%) of the original amount of the Security.

(ii) Release of Remaining Security. The remaining Security shall be released when all of the following have occurred:

(A) One (1) year following the date of Acceptance (as defined in Section 6(b)) of the Phase III Required Infrastructure, or portion thereof, by the Board of Supervisors, or, with respect to street trees and park trees one year after the commencement of the warranty period as described in Section 8(a), or, with respect to any specific claim of defects or deficiency in the Phase III Required Infrastructure, one (1) year following the date that any such deficiency which the Director identified in the Phase III Required Infrastructure in accordance with Section 4(a) has been corrected or waived in writing; and

(B) the Clerk of the Board of Supervisors (or the Clerk's designee) certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the Phase III Required Infrastructure have been filed against the City, all such claims have been satisfied, withdrawn, or otherwise secured by bond or other security approved by the Director (or the Director's designee).

6. Completion and Acceptance.

(a) Director's Inspection. No sooner than ninety (90) days prior to the date that Subdivider intends to request the Director issue a Notice of Completion, Subdivider shall make a written request to the Director of the Subdivider's intent to initiate the Notice of Completion process ("**Letter of Intent to Request Notice of Completion**"). Upon written request from the Subdivider for a "**Notice of Completion**" as defined in the Code, accompanied with any and all materials that are required as listed in Exhibit E related to the Notice of Completion, the Director shall initiate the inspection. If the Subdivider fails to submit a Letter of Intent to Request Notice of Completion, the Director need not consider the Subdivider's request for the Director's issuance of a Notice of Completion until such a Letter of Intent to Request Notice of Completion is submitted to the Director and ninety (90) days have passed from the submission of the Letter; provided, however, that the Director, in his or her discretion, may agree in writing to a period of less than ninety (90) days from receipt of the Letter to consider issuance of a Notice of Completion. If the Director determines that the Phase III Required Infrastructure has not been completed or does not satisfy the above requirements, Director shall notify Subdivider of such determination

together with a statement setting forth with particularity the basis for that determination. If the Director determines that the Phase III Required Infrastructure has been completed and meets the above requirements, the Director shall issue the Notice of Completion.

(b) Acceptance. “**Acceptance**” by the City of the Phase III Required Infrastructure, or portion thereof, for public use and maintenance shall be deemed to have occurred when:

(i) The Director has issued a Notice of Completion for the Phase III Required Infrastructure, or portion thereof, in accordance with Section 6(a);

(ii) The Subdivider submits all the documents required pursuant to Exhibit F to the Director to initiate acceptance legislation or other appropriate action, before the Board of Supervisors as appropriate; and

(iii) The Board of Supervisors by ordinance or other appropriate action accepts the Phase III Required Infrastructure, or portion thereof; for public use and maintenance, in accordance with the provisions of San Francisco Administrative Code Section 1.52 and Subdivider’s maintenance and warranty obligations under Sections 7 and 8(a), respectively hereof.

(c) Offers of Dedication. The owners’ statements of the Final Map include or shall include to the extent applicable certain irrevocable offers of dedication of improvements, easements shown only on the map, easements by agreement, and real property in fee simple. In addition, the offers of dedication of improvements shall be made by separate instrument(s); the offers of dedication of real property in fee simple shall be made by separate instrument(s) and separate quitclaim deed(s); and the offers of dedication of easements shall be made by separate instrument(s). The Board of Supervisors shall accept, conditionally accept or reject such offers. The City, at its discretion, may accept these easements at its convenience through formal action of the Board of Supervisors or as otherwise provided in local law. The Board of Supervisors shall also by ordinance accept, conditionally accept, or reject for public right of way and utility purposes the lots designated for public streets and the Phase III Required Infrastructure (or portions thereof) in accordance with Section 6(b). The Final Map includes certain offers of dedication as more particularly set forth therein. Upon the Director’s issuance of a Notice of Completion for the Phase III Required Infrastructure, or portion thereof, in accordance with Section 6(a) of this Agreement, the Board of Supervisors shall by ordinance or other appropriate action accept, conditionally accept, or reject such offers. Subdivider will coordinate with the City and assist in the City’s process for dedication and Acceptance of Phase III Required Infrastructure by (i) providing necessary deeds, maps, legal descriptions and plats for street openings, easements and/or dedications for right of way or utility purposes and for relinquishment of existing rights of access and utilities associated with on-site and off-site development; (ii) executing easement agreements consistent with the Conditions of Approval for the Tentative Map; and (iii) providing easement agreement documents consistent with the Conditions of Approval of the Tentative Map and the completion and Acceptance of the Phase III Required Infrastructure as follows: easements for emergency vehicle access and emergency exiting, private easements for those uses described in the master declarations and the declaration of restrictions, and public service easements for access by the City and for public utilities.

(d) No Acceptance of Interim or Temporary Facilities. The City shall not be obligated to accept or maintain any Interim or Temporary Facilities shown on the Plans and Specifications for the Phase III Required Infrastructure. Parties acknowledge that Subdivider shall continue to maintain all Interim or Temporary Facilities until such time as the final Public Infrastructure that will replace the need for the Interim or Temporary Facilities as determined by the Director is completed unless the parties, by mutual written instrument and any necessary City Approvals, agree otherwise.

(e) Termination of Existing Access and Utility Easements. Existing access and utility easements in any proposed right of way areas that are included as part of the Phase III Required Infrastructure shall be terminated, quitclaimed, vacated or relinquished, in whole or in part, in accordance with the terms of such easements upon: (1) the provision of alternative facilities; (2) the determination by the Director that such utility or access rights are no longer required; or (3) the City's Acceptance of dedicated public streets and associated utility facilities. The City shall not be obligated to accept any such right of way area unless and until any easements that could interfere or conflict with such facilities have been addressed to the City's satisfaction.

7. Maintenance of Phase III Required Infrastructure.

(a) Maintenance Prior to Acceptance. Prior to Acceptance, Subdivider shall be responsible for the maintenance and repair of the Phase III Required Infrastructure.

(b) Maintenance Following Acceptance. Following Acceptance, the City shall assume the responsibility of operating and maintaining the Phase III Required Infrastructure, or portion thereof subject to the limitations in Section 6(b)(iii) above, and Subdivider's obligations under Section 8(a) of this Agreement. The City shall have no obligation to accept or maintain any Interim or Temporary Facilities.

8. Warranty and Indemnity.

(a) Warranty. Acceptance of Phase III Required Infrastructure, or portion thereof, by the City shall not constitute a waiver of defects by the City. Subdivider covenants that all Phase III Required Infrastructure constructed or installed by Subdivider shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year following the completion of the Phase III Required Infrastructure (or portion thereof), except that the Warranty period for the plant materials and trees planted pursuant to the Phase III Required Infrastructure shall not commence until the Director receives a certification from the City's Construction Manager that the trees have passed a plant establishment period set in accordance with the Plans and Specifications (the "**Warranty Period**"). During the Warranty Period, Subdivider shall, as necessary, and upon receipt of a request in writing from the Director that the work be done, correct, repair or replace any defects in the Phase III Required Infrastructure at its own expense. During the Warranty Period, should Subdivider fail to act with reasonable promptness to make such correction, repair or replacement, or should an emergency require that correction, repair or replacement be made before Subdivider can be notified (or prior to Subdivider's ability to respond after notice), City may, at its option, provided that notice thereof is provided to Subdivider, make the necessary correction, repair or replacement or otherwise perform the necessary work and Subdivider shall reimburse the City for the actual cost thereof.

During the Warranty Period, the City shall hold Subdivider's reduced performance bond (or separate warranty bond in the same amount) as described in Section 5, to secure performance of Subdivider's foregoing warranty obligations.

(b) Indemnity. Subdivider, its successors and assigns shall indemnify, defend and hold the City and each of the City's Agencies harmless for, from and against any and all Losses arising out of the breach of this Agreement by the Subdivider, the Subdivider's or any of its contractors', agents', consultants' or representatives' negligent or defective construction of the Phase III Required Infrastructure, constructed or installed by the Subdivider under this Agreement, the Subdivider's nonpayment under contracts between the Subdivider and its consultants, engineers, advisors, contractors, subcontractors or suppliers in the provision of such Phase III Required Infrastructure, or any claims of persons employed by the Subdivider or its contractors, agents, consultants or representatives to construct such Phase III Required Infrastructure, all subject to the terms, conditions, and exceptions of the Phase III DDA, provided, however, that Subdivider's obligations to indemnify, defend and hold the City harmless shall not extend to any claims to the extent arising out of or relating to the negligence or willful misconduct of the City or its agents, and further provided that any demand for indemnification hereunder with respect to negligent or defective construction must be brought, if at all, within one (1) year after the related Phase III Required Infrastructure, or portion therefore, is determined to be complete by the Director in accordance with Section 6(a) hereof. The City shall not be an insurer or surety for the design or construction of the Phase III Required Infrastructure pursuant to the Plans and Specifications, nor shall any officer or employee thereof be liable or responsible for any accident, loss, or damage happening or occurring during the construction of the Phase III Required Infrastructure as specified in this Agreement, except as may arise due to the negligence or willful acts or omissions of the City.

9. Other Items.

(a) Private Roadway Funding Mechanisms. All private roadways shown on the Final Map shall be constructed by the Subdivider or its affiliate.

10. Miscellaneous.

(a) Final Map Recordation. The City, in accordance with the Code, shall record the Final Map with the County Recorder in the Official Records of the City and County of San Francisco. The City shall notify Subdivider and Owner of the time of recordation of the Final Map. In the event the Final Map is not recorded, this Agreement shall be null and void.

(b) Independent Contractor. In performing its obligations under this Agreement, Subdivider is not an agent or employee of the City.

(c) Notices.

(i) A notice or communication under this Agreement by any party to the other (or by or to the Director) shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

In the case of a notice or communication to the City or the Director:

Director of Public Works
City and County of San Francisco
49 South Van Ness Avenue
San Francisco, CA 94103
Attn: Infrastructure Task Force Manager
Telefacsimile: (415) 581-2569

With copies to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Land Use Team
Reference: Hunters View Phase III Project
Telefacsimile: (415) 554-4757

And in the case of a notice or communication to Subdivider at:

Hunters Point Affordable Housing, Inc.
c/o John Stewart Company
1388 Sutter Street, 11th Floor
San Francisco, CA 94109
Attn: Jack D. Gardner
Telefacsimile: (415) 614-9175

With copies to:

Lubin Olson & Niewiadomski LLP
600 Montgomery Street, 14th Floor
San Francisco, CA 94111
Attn: Charles R. Olson, Esq.
Telefacsimile: (415) 981-4343

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
1815 Egbert Avenue
San Francisco, CA 94124
Attn: Executive Director
Telefacsimile: (415) 715-3211

For the convenience of the parties, copies of notice may also be given by telefacsimile.

Every notice given to a party hereto, pursuant to the terms of this Agreement, must state (or must be accompanied by a cover letter that states) substantially the following:

(A) the section of this Agreement pursuant to which the notice is given and the action or response required, if any;

(B) if applicable, the period of time within which the recipient of the notice must respond thereto;

(C) if approval is being requested, shall be clearly marked “Request for Approval under the Hunters View Phase III Public Improvement Agreement”; and

(D) if a notice of disapproval or an objection which requires reasonableness, shall specify with particularity the reasons therefor.

(ii) Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. A party may not give official or binding notice by telefacsimile.

(iii) Any notice or request for review, consent or other determination or action by the Director that could be subject to deemed approval under any provision of this Agreement shall display prominently on the envelope enclosing such request (if any) and the first page of such request, substantially the following words: “HUNTERS VIEW INFRASTRUCTURE: IMMEDIATE ATTENTION REQUIRED; FAILURE TO RESPOND COULD RESULT IN THE REQUEST BEING DEEMED APPROVED.”

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and upon such transfer, Owner or Subdivider shall be released from its obligations hereunder upon providing written evidence of a proper Assignment and Assumption Agreement. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall be subject to the reasonable approval of the Director.

(e) Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s right to insist upon and demand strict compliance by the other party with the terms of this Agreement thereafter.

(f) Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or Subdivider shall be for the sole and exclusive benefit of such parties.

(g) Amendment. This Agreement may be amended, from time to time, by written supplement or amendment hereto and executed by the City and Subdivider. The Director is authorized to approve and execute on behalf of the City any amendment that the Director

determines is in the City's best interests and does not materially increase the City's obligations or materially diminish the City's rights under this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(i) Interpretation of Agreement. Unless otherwise provided in this Agreement, whenever approval, consent or satisfaction is required of Subdivider or the City pursuant to this Agreement, it shall not be unreasonably withheld or delayed. Captions used in this Agreement are for convenience or reference only and shall not affect the Interpretation or meaning of this Agreement. This Agreement shall in no way be construed to limit or replace any other obligations or liabilities which the parties may have under the Plans and Specifications, any permit to enter, Street Improvement Permit or any other agreement entered into in accordance therewith.

11. Insurance. At all times prior to Acceptance of the Phase III Required Infrastructure, Subdivider shall comply with the insurance requirements as required by applicable City regulations. Subdivider shall furnish to the City, from time to time upon request by the City's Risk Manager, a certificate of insurance (and/or, upon request by the City's Risk Manager, a complete copy of any policy) regarding each insurance policy required to be maintained by Subdivider as by the City.

12. Recording.

(a) Recording Agreement. The parties to this Agreement acknowledge that this Agreement shall be recorded against the title of the Property.

(b) Purpose and Effect of Recording. This Agreement shall be recorded for the purpose of providing constructive notice to any future owner of the Property of Subdivider's obligations and responsibilities under Section 2. This Agreement shall not be interpreted as creating a lien or security interest against any parcel against which it is recorded, or to effect any secured interest now or in the future, as the obligations hereunder are personal to Subdivider and its successors and assigns as may be authorized pursuant to Sections 2(c) and 10(d).

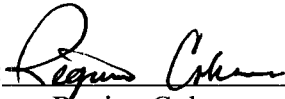
(c) Notice of Termination. At the time all the obligations and requirements specified in this Agreement are fully satisfied as determined by the Director in consultation with affected City departments, the parties shall record a Notice of Termination, the form of which is contained in Exhibit G. Alternatively, Subdivider may request the Director's authorization to record a Notice of Termination with respect to an individual parcel. In evaluating such a request, approval of which shall be in the Director's reasonable discretion, the Director shall consider with respect to Phase III Required Infrastructure necessary to serve the parcel, whether: (i) all Phase III Required Infrastructure has been completed and accepted by the City, as applicable; (ii) all corresponding bond amounts have been released; (iii) all defects and punch list items have been addressed; and (iv) all warranty and guarantee periods have terminated.

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IN WITNESS WHEREOF, Subdivider and the City have executed this Agreement as of the Effective Date.

Subdivider:

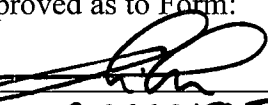
HUNTERS POINT AFFORDABLE HOUSING, INC.,
A California nonprofit public benefit corporation

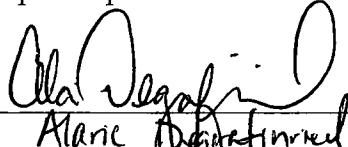
By: 
Regina Coleman
Its President

City:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation of the State of California

Approved as to Form:

By: 
Name: CHRISTOPHER TOM
Title: Deputy City Attorney

By: 
Name: Alan DeGuzman
Title: Director of Public Works

HUNTERS POINT AFFORDABLE HOUSING, INC. ACKNOWLEDGEMENT

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.

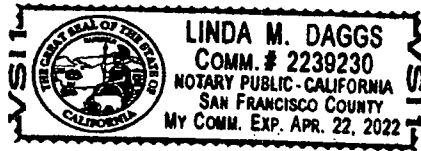
State of California
County of San Francisco

On April 29, 2021 before me, Linda Daggs
(here insert name and title of officer), personally appeared Regina Coleman, 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.

Signature: Linda M Daggs (seal)



NOTARY ACKNOWLEDGMENT

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 San Francisco)

On _____, before me, _____, a notary public in and for said State, 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.

Signature _____ (Seal)

LIST OF EXHIBITS

Exhibit A-1 – Plans and Specifications

Exhibit A-2 – Performance Schedule

Exhibit B – Estimated Costs

Exhibit C-1 – Performance Bond

Exhibit C-2 – Labor and Materials Bond

Exhibit C-3 – Monument Bond

Exhibit C-4 – Memorandum of Agreement between MOHCD and Public Works Regarding Security

Exhibit D – Reserved

Exhibit E – List of Documents Required by City in Order to Issue a Notice of Completion

Exhibit F – List of Documents Required by the City in Order to Make a Request for Acceptance

Exhibit G – Form of Notice of Termination

EXHIBIT A-1

Plans and Specifications

1. Permanent Improvements included in Improvement Plans and Specifications prepared by Carlile Macy entitled "Hunters View Development Project, Phase III Infrastructure," Permit Number 21IE-00193, dated April 23, 2021 and approved by or on behalf of the Director, on April 23, 2021.

EXHIBIT A-2

Performance Schedule

ACTION	DATE
1. Issue Notice to Proceed for Phase III Required Infrastructure Improvements.	No later than September 1, 2021
2. Complete Phase III Required Infrastructure Improvements including As-Built Drawings and secure the Notice of Completion from the Department of Public Works.	No later than November 30, 2023
3. Dedicate Phase III Public Right of Way Improvements to the City of San Francisco.	No later than two months after the Board of Supervisors' Acceptance of Improvements is received.

EXHIBIT B

Estimated Costs

See attached schedule of values.

Hunter View - Phase 3
Sample Cost Estimate
Engineer's Construction Cost Estimate
Based on on 100% Improvement Plans Dated 4-8-21
May 3, 2021

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
A) <u>Earthwork</u>						
1	Clear & Grub	1	LS	200,000.00	200,000	
2	Demolition	1	LS	500,000.00	500,000	
3	Cut	9,578	CY	15.00	143,670	
4	Fill	9,578	CY	15.00	143,670	
Subtotal:					\$987,340	

B) Street Work & Miscellaneous

5	0.67 ft. Concrete Paving	45,414	SF	13.00	590,382	
6	0.5 ft. Class II Aggregate Base	33,178	SF	6.00	199,068	
7	0.166 ft. ACWS	33,178	SF	4.00	132,712	
8	Edge Grind AC (10 ft. wide)	524	SF	50.00	26,200	
8	Std. Curb	2,538	LF	50.00	126,900	
10	Std. Gutter (24" Gutter)	2,563	LF	70.00	179,410	
10	Sidewalk & Driveway Apron	20,841	SF	8.00	166,728	
12	Handicap Ramps	18	EA	5,000.00	90,000	
13	Paving Markings	1	LS	15,000.00	15,000	
14	Monuments	5	EA	1,000.00	5,000	
15	Street Signs	34	EA	500.00	17,000	
16	Street Light-Pedestrian	25	EA	10,000.00	250,000	
15	Concrete Retaining Walls	172	LF	1,500.00	258,000	
17	Collapsible Bollards	4	EA	500.00	2,000	
18	Bus shelter	1	EA	15,000.00	15,000	
21	Temp. Tree Protection Fence	135	LF	5.00	675	
21	Fire Call Box	1	EA	10,000.00	10,000	
Subtotal:					\$2,084,075	

Hunter View - Phase 3
Sample Cost Estimate
Engineer's Construction Cost Estimate
Based on on 100% Improvement Plans Dated 4-8-21
May 3, 2021

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
C) <u>Combined Sewer System</u>						
22	10" VCP Combined Sewer Main	97	LF	400.00	38,800	
23	12" VCP Combined Sewer Main	257	LF	450.00	115,650	
24	12" Private Combined Sewer Main	25	LF	450.00	11,250	
25	15" VCP Combined Sewer Main	553	LF	500.00	276,500	
26	48" CS Manholes	11	EA	22,000.00	242,000	
27	Sewer & Storm Drain Lateral	4	EA	5,000.00	20,000	
28	Sewer Lateral	4	EA	300.00	1,200	
Subtotal:						\$705,400

D) Storm Drainage

29	4" Perforated Pipe	3	LF	50.00	150	
30	8" Storm Drains	87	LF	100.00	8,700	
31	10" PVT Storm Drains	30	LF	110.00	3,300	
32	12" PVT Storm Drains	1,168	LF	115.00	134,320	
33	15" Storm Drains	110	LF	120.00	13,200	
34	Storm Drain Lateral	3	EA	5,000.00	15,000	
35	Catch Basin-SF STD	6	EA	8,000.00	48,000	
36	DI (24"x24")	3	EA	3,000.00	9,000	
37	DI w/ Sand Trap (24"x24")	7	EA	3,200.00	22,400	
38	FD (24"x24")	14	EA	3,000.00	42,000	
39	FD w/Sand trap (24"x24")	7	EA	3,200.00	22,400	
40	Storm Water Infiltration Basin (IB)	1	EA	250,000.00	250,000	
41	48" SD Manhole	3	EA	22,000.00	66,000	
42	Storm Drain Treatment Unit	1	EA	89,700.00	89,700	
43	Earth Swale	1,271	LF	5.00	6,355	
44	Fabric Lined Swale	445	LF	8.00	3,560	
45	Rock Lined Swale	1,178	LF	10.00	11,780	

Subtotal:						\$745,865
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**Hunter View - Phase 3
Sample Cost Estimate
Engineer's Construction Cost Estimate
Based on on 100% Improvement Plans Dated 4-8-21
May 3, 2021**

Item	Description	Quantity	Unit	Unit Price	Amount	Totals
E) <u>Water System</u>						
46	12" Low Point Water Main	883	LF	600.00	529,800	
47	8" Reclaimed Water	932	LF	400.00	372,800	
48	8" Gate Valves	3	EA	2,000.00	6,000	
49	12" Gate Valves	4	EA	3,000.00	12,000	
50	Fire Hydrant Assembly	4	EA	15,000.00	60,000	
51	8" Blowoff & Tie-in to Ex W	4	EA	3,000.00	12,000	
52	12" Blowoff & Tie-in to Ex W	6	EA	3,500.00	21,000	
53	2" Air Release Valve	9	EA	3,000.00	27,000	
54	1" Water Service	1	EA	2,000.00	2,000	
55	3" Water Service	7	EA	2,000.00	14,000	
56	3" Reclaimed Water Service	9	EA	2,000.00	18,000	
57	6" Fire Service	7	EA	6,000.00	42,000	
Subtotal						\$1,116,600
F) <u>Utilities</u>						
58	Joint Trench	2,108	LF	500.00	1,054,000	
59	Gas line	1,362	LF	200.00	272,400	
Subtotal						\$1,326,400
G) <u>Landscape & Irrigation</u>						
60	Landscape Pavers	11,518	SF	18.00	207,324	
61	Street trees	86	EA	1,000.00	86,000	
Subtotal						\$293,324
Total						\$7,259,004
20% Contingency						\$1,451,801
Grand Total						8,710,800

The above figures prepared by the Engineer are an OPINION OF PROBABLE COST of items, including labor and material costs, noted and are supplied as a guide only. The above figures are NOT a guarantee of maximum cost. The Engineer is not responsible for fluctuations in cost of materials or labor.

EXHIBIT C-1

Performance Bond

[To be added when the Subdivider posts such bond.

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-2

Labor and Materials Bond

[To be added when the Subdivider posts such bond.]

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-3

Monument Bond

[To be added when the Subdivider posts such bond.

Copies of such bond will be on file with San Francisco Public Works and/or Subdivider.]

EXHIBIT C-4

Mayor's Office of Housing and Community Development/Public Works

Memorandum of Agreement Concerning Improvement Security

MEMORANDUM OF AGREEMENT

(Hunters View Phase 3 Public Improvement Security)
(Exhibit C-4 to Public Improvement Agreement)

This Memorandum of Agreement ("**MOA**") is dated as of _____ by and between the Mayor's Office of Housing and Community Development ("**MOHCD**") and San Francisco Public Works ("**SFPW**"). MOHCD and SFPW are both departments of the City and County of San Francisco, a municipal corporation ("**City**").

RECITALS

A. In 2003, San Francisco Housing Authority ("**SFHA**") issued a Request for Qualifications for a developer to redevelop the Hunters View public housing site, which totaled 22.56-acres. In August 2005, SFHA selected the development team originally formed as Hunters View Community Partners, and now currently formed as Hunters View Associates, a California nonprofit public benefit corporation ("**Developer**"). Developer is comprised of the John Stewart Company ("**JSCo**"), Devine & Gong, Incorporated ("**DGI**"), and Hunters Point Affordable Housing, Inc., a California nonprofit public benefit corporation ("**HPAP**" or "**Subdivider**").

B. Hunters View is a public housing development owned by the San Francisco Housing Authority in the City and County of San Francisco, California, which originally consisted of 267 rental units and is undergoing a multiphase renovation to create a new viable mixed-finance project ("**Hunters View**"). In addition, Hunters View was the first project developed under the City and the SFHA under the City's HOPE SF Program ("**HOPE SF**"). HOPE SF is the nation's first large-scale community development and reparations initiative aimed at creating vibrant, inclusive, mixed-income communities without mass displacement of the original residents. The entire Hunters View development will consist of the demolition of the original 267 public housing apartment units on the property, and new construction of (a) 267 replacement public housing units, (b) up to an additional 533 mixed-income housing units, (c) off-street parking, new roadways, and sidewalks, (d) up to 6,500 square feet of neighborhood servicing retail space, and (d) up to 8,500 square feet of child care space, community parks, and landscaping.

C. Hunters View Phase 3 is 5.98-acres (260,489 square feet) (the "**Site**") within Hunters View. The Site is bordered to the south by residential homes on Innes Avenue, to the west by Middle Point Road, and to the north and east by PGE sites. Infrastructure improvements for Hunters View Phase 3 will support two new affordable buildings, Block 14 and Block 17 at the Site, as well as future market rate developments on Blocks 12, 13, 15, 16, and 18 adjacent to the Site. Blocks 14 and 17 will contain a total of 118 units of affordable housing, including 53 public housing replacement units. Block 14 and 17 will be situated on a new drive, currently named Hunters Point Drive. A garage entry to Block 14 will also be located on Hunters View Drive. No off-street parking will be provided at Block 17. The Site will also include a new 0.71-acre park, situated between Blocks 14 and 17.

D. In cooperation with SFHA and residents, MOHCD is leading the development and financing plan for the Site. In preparation for the development of new permanently affordable rental housing on the Site, MOHCD, SFPW and other City agencies are supporting subdivision actions for the Site. The Hunters View Phase 3 Final Subdivision Map (the “**Final Map**”) is anticipated to be reviewed by the San Francisco Board of Supervisors on May 11, 2021. Subdivider is a party to a Public Improvement Agreement with City (“**PIA**”) that will be approved and recorded concurrently with the Final Map. This MOA is an exhibit to the PIA and part of the PIA.

E. The Subdivision Map Act and the City’s 2015 Subdivision Regulations, Section 2.c require that security (performance bond or other acceptable security as provided in Section 66499 of the California Government Code) be posted at the time of Board of Supervisors’ approval of the Final Map to cover the cost of all required public improvements.

H. Subdivider is unable to provide a payment and performance bond until it has a contract with a general contractor (“**GC**”) to construct the Subdivider’s Obligations (as defined in the PIA) in late 2021. MOHCD and SFPW have agreed to the terms of this MOA in order to provide adequate security for City to approve the Final Map.

AGREEMENT

MOHCD and SFPW hereby agree as follows:

1. MOHCD Assurances. MOHCD has budgeted and allocated at least 20% of the costs of Subdivider’s Obligations, and will keep such funds allocated until Subdivider’s Obligations under the PIA are complete. If Subdivider fails to complete Subdivider’s Obligations or stops work on them and fails to cure after notice of default, MOHCD will terminate or modify the loan agreement with Subdivider that provides the funding for Subdivider’s Obligations, will keep such funds allocated to the Subdivider Obligations, and if needed, will transfer the remaining funds to the appropriate City department to complete the Subdivider’s Obligations.

2. Adequate Security. SFPW affirms that the provisions of this MOA provide assurances of security in accordance with California Government Code Section 66499(a)(3), and therefore it is acceptable security under California Government Code Section 66499(a)(5).

4. Term. This MOA shall be effective on the date that (a) it is fully executed, and (b) the PIA is effective. This MOA will terminate when (a) Subdivider posts the security specified in Section 3(a) of the PIA and (b) copies of such bonds are made part of the PIA. Such termination shall occur automatically, and there shall be no requirement to amend the PIA to reflect any change in security from this MOA to the bonds specified in Section 3(a) of the PIA. Once terminated, MOHCD and SFPW will cooperate to take any action reasonably necessary to remove this MOA as a lien or charge against the Site.

6. Authority; Amendments. Unless otherwise required, all matters requiring MOHCD’s approval shall be approved by the Director of MOHCD or his or her designee, and all matters requiring

SFPW's approval shall be approved by the Director of SFPW or his or her designee. This MOA may be amended or modified only by a writing signed by the Director of SFPW and the Director of MOHCD. No waiver by any party of any of the provisions of this MOA will be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such waiver.

7. Applicable Laws. All actions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and federal laws.

IN WITNESS WHEREOF the Parties have caused this MOA to be executed by their duly appointed representatives this _____ day of _____ 2021.

Mayor's Office of Housing and Community Development


65E8DF81D096444

By: Eric D. Shaw
Its: Director
Date: 5/1/2021 | 3:35 PM PDT

San Francisco Public Works

By: Alaric Degrafinried
Its: Director
Date: _____

EXHIBIT D

Reserved

EXHIBIT E

List of Documents Required by the City in Order to Issue a Notice of Completion

1. Developer Request Letter for Determination of Completeness (“DOC”)
2. Contractor Substantial Completion Letter
3. Civil Engineer Completion Notice
4. Geotechnical Engineer Completion Letter
5. Landscape Architect Completion Notice
6. Construction Manager Completion Notice
7. City Final Punch-list Approval
8. Utility Conformance Letter
9. As-Built Plan Approval
10. Recorded Notice of Completion
11. Survey Monuments
12. Test Reports
13. Joint Trench Conduits Mandrel Test
14. Confirmation of removal of all Non-Compliance Reports (“NCR”)
15. Confirmation of all Change Orders/Instructional Bulletins
16. Confirmation from City that spare parts have been provided (as applicable)
17. Operation and Maintenance Manuals
18. Notice of Completion Recommendation from Public Works

EXHIBIT F

List of Documents Required by the City in Order to Make a Request for Acceptance

1. Developer Request for Acceptance Letter
2. Lien Notification to General Contractor and Subs
3. Utility Bill of Sale
4. 3rd Party Reimbursement Checks-Copies
5. Assignment of Warranties and Guaranties
6. License Agreements (as applicable)
7. Mechanic's Lien Guarantee
8. Modified Offers of Improvements (as applicable)
9. Updated Grant Deeds (as applicable)

EXHIBIT G

Form of Notice of Termination

RECORDING REQUESTED BY:

James M. Ryan
Acting City and County Surveyor
San Francisco Public Works
49 South Van Ness Avenue, STE 300
San Francisco, CA 94103-3795
Attn: 9TH Floor

WHEN RECORDED MAIL TO:

James M. Ryan
Acting City and County Surveyor
San Francisco Public Works
49 South Van Ness Avenue, STE 300
San Francisco, CA 94103-3795
Attn: 9TH Floor

Space Above This Line for Recorder's Use

**NOTICE OF TERMINATION AND RELEASE
OF
Public Improvement Agreement
(DOC-_____)**

[Insert Date]

NOTICE OF TERMINATION AND RELEASE
OF
Public Improvement Agreement
(DOC-_____)

Notice is hereby given that the Public Improvement Agreement dated _____ and recorded _____ (Document No. _____, Receipt No. _____; Reel _____ Image _____) is hereby TERMINATED and RELEASED as it pertains to the real property situated on Assessor's Block _____ Lot _____ commonly known as [insert street address] (AKA _____) between _____ Street and _____ Street in the City and County of San Francisco (the "City"), State of California, and more fully described in Exhibit "A" to this Notice of Termination and Release (hereinafter referred to as the "Property").

The Public Improvement Agreement ("Agreement") was recorded to provide notice to future owners of the Property that the Subdivider, as defined therein is subject to certain public improvement and maintenance obligations relating to Final Map No. 9677 filed in Book _____, Pages _____ through _____ of Maps, and recorded _____, 202_ in the Official Records of the City, as Document No. _____. Subdivider has completed the aforementioned public improvement obligations and satisfied the maintenance obligations per the Agreement as confirmed by the Director of Public Works based on _____. The Agreement is attached hereto as Exhibit "B".

The Agreement is hereby terminated.

Dated: _____ in San Francisco, California

OWNER

By: _____
[Note owner's signatures need to be notarized.]

APPROVED
San Francisco Public Works [or other affected Department]

By: _____
Director

APPROVED AS TO FORM
Dennis J. Herrera, City Attorney

By: _____
John Malamut
Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the City and County of San Francisco, State of California, and is described as follows:

[INSERT LEGAL DESCRIPTION]

Assessor's Lot ____; Block ____

EXHIBIT "B"

[ATTACH AGREEMENT]

HUNTERS VIEW – SITE PLAN – OVERALL

Street 1 – Memory Lane
Street 2 – Fairfax Avenue
Final Map No. 9677



OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF AND HAVE THE RIGHT, TITLE, AND INTEREST TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD INTEREST IN THE SUBDIVIDED PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION IN FEE THE FOLLOWING PUBLIC STREETS: STREET '1' AND STREET '2'. SAID FEE SHALL BE CONVEYED PER SEPARATE INSTRUMENT.

WE HEREBY IRREVOCABLY OFFER FOR DEDICATION THE IMPROVEMENTS AS SHOWN ON THE IMPROVEMENTS PLANS ASSOCIATED WITH THAT PUBLIC IMPROVEMENT AGREEMENT THAT ACCOMPANIES THIS FINAL SUBDIVISION MAP.

WE HEREBY IRREVOCABLY OFFER AN EASEMENT AGREEMENT FOR EMERGENCY VEHICLE ACCESS. SAID EASEMENT IS SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS AND SHALL BE CONVEYED PER SEPARATE INSTRUMENT.

WE HEREBY IRREVOCABLY OFFER AN EASEMENT AGREEMENT FOR ACCESS TO MAINTAIN RETAINING WALL. SAID EASEMENT IS SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS AND SHALL BE CONVEYED PER SEPARATE INSTRUMENT.

OWNER: HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, A PUBLIC BODY, CORPORATE AND POLITIC

BY: [Signature] TITLE CEO DATE May 17, 2021

OWNERS ACKNOWLEDGMENT

A notary or other public 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 CITY AND COUNTY OF SAN FRANCISCO

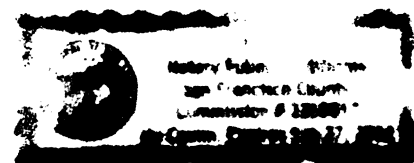
ON, May 17, 2021, BEFORE ME, Linda Martin PERSONALLY APPEARED Gemane Tonia Leduy

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.

[Signature] SIGNATURE



NOTARY COMMISSION NO. 2260017 MY COMMISSION EXPIRES: 09/27/22 COUNTY OR PRINCIPAL PLACE OF BUSINESS: San Francisco

LESSEE'S STATEMENT

HUNTERS VIEW ASSOCIATES, L.P., A CALIFORNIA LIMITED PARTNERSHIP, LESSEE DISCLOSED BY MEMORANDUM OF GROUND LEASE RECORDED FEBRUARY 3, 2011 AS DOCUMENT No. 2011-1130574, OFFICIAL RECORDS OF CITY AND COUNTY OF SAN FRANCISCO, HEREBY CONSENTS TO THE MAKING AND FILING OF THIS MAP.

BY [Signature] TITLE President

LESSEE ACKNOWLEDGMENT

A notary or other public 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 CITY AND COUNTY OF SAN FRANCISCO

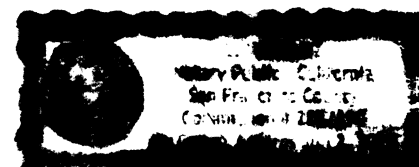
ON, May 14, 2021, BEFORE ME, L. Marquez, NOTARY PUBLIC, PERSONALLY APPEARED Jack D. Gardner

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.

[Signature] SIGNATURE



NOTARY COMMISSION NO. 2287690 MY COMMISSION EXPIRES: June 2, 2023 COUNTY OR PRINCIPAL PLACE OF BUSINESS: San Francisco

CLERK'S STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. ADOPTED 20, APPROVED THIS MAP ENTITLED, "FINAL MAP NO. 9677" AND CONDITIONALLY ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF IMPROVEMENTS AND THE OFFER OF DEDICATION, SUBJECT TO CITY ENGINEER CERTIFIED COMPLETION OF SAID IMPROVEMENTS AND BOARD OF SUPERVISORS ACCEPTANCE OF THE IMPROVEMENTS FOR CITY MAINTENANCE AND LIABILITY.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT AGREEMENT FOR EMERGENCY VEHICLE ACCESS SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT AGREEMENT FOR ACCESS TO MAINTAIN RETAINING WALL SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS.

BY: [Signature] CLERK OF THE BOARD OF SUPERVISORS CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

TAX STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES.

DATED DAY OF 20

CLERK OF THE BOARD OF SUPERVISORS CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA

CITY AND COUNTY SURVEYORS STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

JAMES M. RYAN, ACTING CITY AND COUNTY SURVEYOR CITY AND COUNTY OF SAN FRANCISCO

BY: [Signature] DATE: 5-17-2021 JAMES M. RYAN, PLS 8630



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HUNTERS VIEW ASSOCIATES L.P. IN JULY 2018.

I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE THREE YEARS FROM THE RECORDATION OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Table with 2 columns: (SIGNED) and (DATE SIGNED). Includes signatures and dates: 5-13-2021, 5-13-2021, 5-13-2021. Also includes P.L.S. NO. 8185 and Notary Seal for James Lee Smith, No. 8185, State of California.

RECORDER'S STATEMENT

FILED THIS 13th DAY OF August, 2021 AT 41 MINUTES PAST 3 PM. IN BOOK 2 OF FINAL MAPS, AT PAGES 55-59, IN THE OFFICE OF THE COUNTY RECORDER, AT THE REQUEST OF CARLILE-MACY.

SIGNED: [Signature] COUNTY RECORDER

Table with columns: Doc # 2021135904, City and County of San Francisco, Joaquin Torres, Assessor - Recorder, 8/24/2021 3:41:23 PM, Fees \$17.00, Final Map 2 55 - 59 Taxes \$0.00, Pages 5 Title 210 NH Other \$0.00, SB2 Fees \$225.00, Paid \$242.00

FINAL MAP NO. 9677

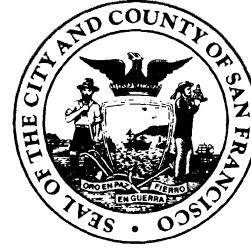
A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER 6.12 ACRES CITY AND COUNTY OF SAN FRANCISCO STATE OF CALIFORNIA



CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS 15 THIRD STREET, SANTA ROSA, CA 95401 TEL (707) 542-6451 FAX (707) 542-5212

5/17/2021 1:10:28 PM Peter Rochelle G:\2007\2007030\00\07030100.dwg_PPHASE 3_C3D\PA\07030-PH2-FM-1.dwg [xref files]

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 544-5227

MEMORANDUM

Date: August 2, 2021
To: Joaquin Torres, Assessor-Recorder
From: Angela Calvillo, Clerk of the Board
Subject: Final Map 9677 - Hunters View Phase 3

On July 27, 2021, the Board of Supervisors approved Map 9677; the certification is below. Additionally, I have attached the Tax Statement, stating there are no liens against this subdivision or any part thereof for unpaid state, county, municipal or local taxes, or special assessments collected as taxes.

FINAL MAP NO. 9677
A SUBDIVISION AND 3.0 UNIT, MIXED USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT PROJECT, WITH A RETAINING WALL AND RECORD OF SURVEY MAP, FILE NO. 21-122, OFFICE OF THE COUNTY CLERK, CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, 0.12 ACRES

CLERK'S STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, HEREBY STATE THAT SAID BOARD OF SUPERVISORS BY ITS MOTION NO. M21-122 ADOPTED July 27 2021 APPROVED THIS MAP ENTITLED, "FINAL MAP NO 9677" AND CONDITIONALLY ACCEPTED ON BEHALF OF THE PUBLIC THE OFFER OF IMPROVEMENTS AND THE OFFER OF DEDICATION, SUBJECT TO CITY ENGINEER CERTIFIED COMPLETION OF SAID IMPROVEMENTS AND BOARD OF SUPERVISORS ACCEPTANCE OF THE IMPROVEMENTS FOR CITY MAINTENANCE AND LIABILITY.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT AGREEMENT FOR EMERGENCY VEHICLE ACCESS SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS.

THE CLERK CONFIRMS THAT THE BOARD OF SUPERVISORS ALSO CONDITIONALLY ACCEPTED THE OFFER OF THE EASEMENT AGREEMENT FOR ACCESS TO MAINTAIN RETAINING WALL SUBJECT TO SUBSEQUENT APPROVAL BY THE BOARD OF SUPERVISORS.

BY: Angela Calvillo DATE: 08/02/2021
CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

TAX STATEMENT

I, ANGELA CALVILLO, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE SUBDIVIDER HAS FILED A STATEMENT FROM THE TREASURER AND TAX COLLECTOR OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES.

DATED 2nd DAY OF August 2021

Angela Calvillo
CLERK OF THE BOARD OF SUPERVISORS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

BOARD OF SUPERVISORS APPROVAL

ON July 27 2021 THE BOARD OF SUPERVISOR'S OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION NO. M21-122, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISOR'S IN FILE NO. 210800

jw:llams

APPROVALS

THIS MAP IS APPROVED THIS 25th DAY OF May 2021 BY

ORDER NO. 201769

BY: [Signature] DATE: August 20, 2021

ALARIC DEGRAFINRIED
ACTING DIRECTOR OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

APPROVED AS TO A FORM

DENNIS J. HERRERA, CITY ATTORNEY

BY: [Signature]
DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS APPROVAL

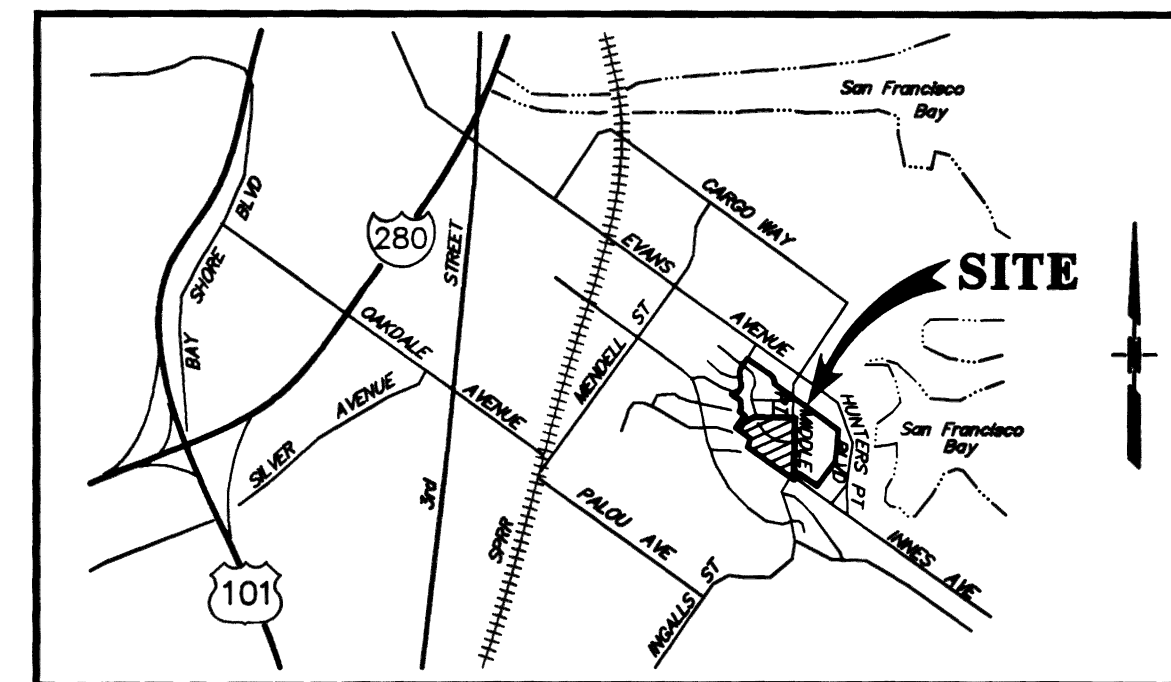
ON _____, 20__ THE BOARD OF SUPERVISOR'S OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA APPROVED AND PASSED MOTION NO. _____ A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE BOARD OF SUPERVISOR'S IN FILE NO. _____

CERTIFICATE OF PUBLIC IMPROVEMENT AGREEMENT

THIS CERTIFICATE EVIDENCES THAT A PUBLIC IMPROVEMENT AGREEMENT HAS BEEN EXECUTED ON THE 27th DAY OF July, 2021 BY AND BETWEEN THE HUNTERS POINT AFFORDABLE HOUSING INC., A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION AND THE CITY AND COUNTY OF SAN FRANCISCO

BY: [Signature] DATE: May 25, 2021

ALARIC DEGRAFINRIED
ACTING DIRECTOR OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO



VICINITY MAP

NTS

NOTES

1. THE HUNTERS VIEW PHASE 3 PROJECT IS SUBJECT TO NUMEROUS APPROVED DOCUMENTS AS NOTED BELOW AND COMPLIANCE THEREWITH:
 - a. RESTRICTIONS AND RIGHTS DEFINED IN THE DESIGN FOR DEVELOPMENT DOCUMENT DATED MAY 29, 2008 AND ANY SUBSEQUENT AMENDMENTS THEREOF.
 - b. "DECLARATION OF TRUST" RECORDED NOVEMBER 01, 1955 AS INSTRUMENT NUMBER 1955-C28806 IN REEL 6727, IMAGE 27, RECORDER'S SERIAL NUMBER 1955-E28806 OF OFFICIAL RECORDS.
 - c. "DECLARATION OF TRUST (GRANT PROJECTS), RECORDED JANUARY 24, 1989 AS INSTRUMENT NO 1989-E312299, REEL E791, IMAGE 1595, OF OFFICIAL RECORDS.
 - d. MATTERS CONTAINED IN THE REDEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED JUNE 23, 2006 AS INSTRUMENT NO 2006-I 199495, REEL J168, IMAGE 0795, OFFICIAL RECORDS.
 - e. MATTERS CONTAINED IN THE DECLARATION OF RESTRICTIONS BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED JUNE 23, 2006 AS INSTRUMENT NO 2006-I 199500, REEL J168, IMAGE 0800, OFFICIAL RECORDS.
 - f. "DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS) RECORDED MARCH 19, 2007 AS INSTRUMENT NO. 2007-1354630, REEL J350, IMAGE 237, OF OFFICIAL RECORDS.
 - g. MATTERS CONTAINED IN THE AMENDED DEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT AREA, RECORDED NOVEMBER 18, 2010 AS INSTRUMENT NO. 2010-J083655, REEL K273, IMAGE 0422, OF OFFICIAL RECORDS.
 - h. MATTERS CONTAINED IN THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR HUNTERS VIEW PLANNED DEVELOPMENT, RECORDED JULY 29, 2011 AS INSTRUMENT NO. 2011-J229686, REEL K449, IMAGE 268, OF OFFICIAL RECORDS. *MODIFIED JUNE 30, 2015, AS INSTRUMENT NO. 2015-K084260, IN OFFICIAL RECORDS.
 - i. MATTERS CONTAINED IN THE AMENDED REDEVELOPMENT PLAN FOR THE BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT ARE RECORDED OCTOBER 23, 2018 AS INSTRUMENT NO 2018-K685939 OF OFFICIAL RECORDS.
2. ALL DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5481, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

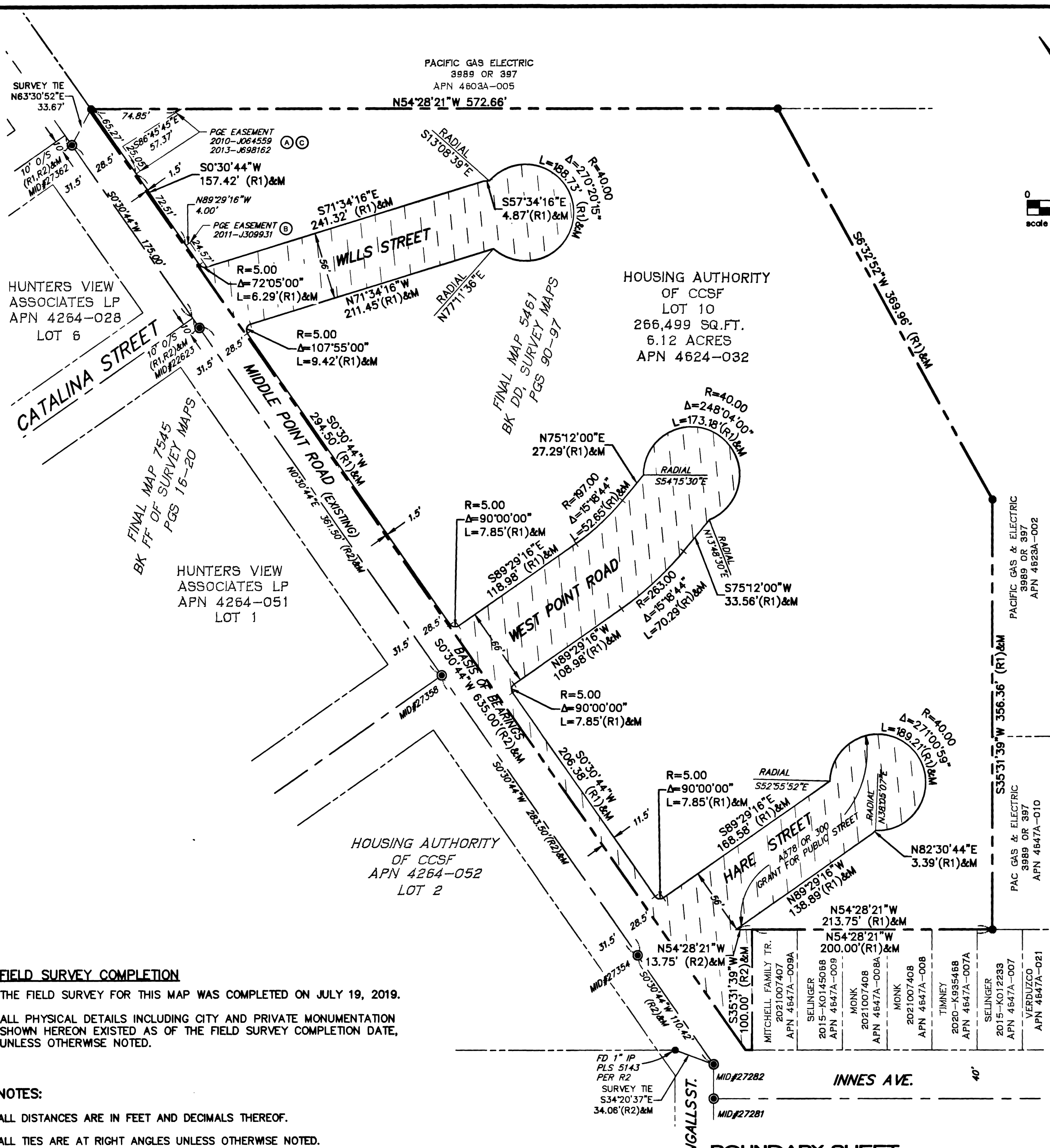
6.12 ACRES
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

CARLILE • MACY

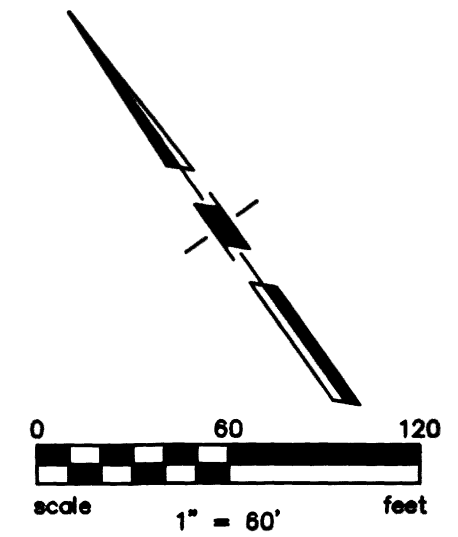
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15 THIRD STREET, SANTA ROSA, CA 95401
TEL (707) 542-6451 FAX (707) 542-5212

MAY 2021

SHEET 2 OF 5 SHEETS



- LEGEND**
- SUBDIVISION BOUNDARY
 - MONUMENT LINE
 - LOT LINE
 - EXISTING LOT LINE
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - ⊙ SET 2 1/2" BRASS DISC IN WELL STAMPED PLS 8185
 - SET 1 1/2" IRON PIPE, PLS 8185, AT REAR LOT CORNERS
 - ⊕ SET 1" BRASS DISK, PLS 8185, AT 4' X 4' O/S AT INTERSECTIONS (TYP)
 - ⊙ SET 1" BRASS DISK, PLS 8185, AT 4' O/S ON LOT PT (TYP)
 - FOUND 2 1/2" BRASS DISC IN WELL STAMPED PLS 5143
 - FOUND 1" OR 1 1/2" IRON PIPES TAGGED PLS 5143, PER R1
 - APN ASSESSORS PARCEL NUMBER
 - CCSF CITY AND COUNTY OF SAN FRANCISCO
 - EVA EMERGENCY VEHICLE ACCESS EASEMENT
 - EXST EXISTING
 - IFO IN FAVOR OF
 - M MEASURED
 - MD MONUMENT IDENTIFICATION PER CCSF DATABASE
 - NTS NOT TO SCALE
 - O/S OFFSET
 - PT POINT OF TANGENCY OF CURVE
 - PSDE PRIVATE STORM DRAIN EASEMENT
 - (R) RECORD REFERENCE
 - SDE TYPICAL
 - (TYP) STORM DRAIN EASEMENT (PUBLIC)



- AREA OF VACATED RIGHT OF WAY (APN'S 4624-442 & 4624-443)
- EASEMENT KEY**
- (A) EXISTING PG&E EASEMENT PER 2010-J064559
 - (B) EXISTING PG&E EASEMENT PER 2011-J309931
 - (C) EXISTING PG&E EASEMENT PER 2013-J698162
 - (D) PG&E EASEMENT TO BE RECORDED BY SEPARATE INSTRUMENT
 - (E) PG&E EASEMENT INSTRUMENT RECORDED

BASIS OF BEARINGS
 BEING NORTH 0°30'44" EAST, 635.00' BETWEEN FOUND WELL MONUMENTS MARKING THE CENTERLINE OF MIDDLE POINT ROAD BETWEEN HARE STREET AND CATALINA STREET AS SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP NO. 7545" FILED FOR RECORD IN BOOK FF OF SURVEY MAPS, AT PAGES 16-20, SAN FRANCISCO CITY AND COUNTY RECORDS & AS SHOWN HEREON

REFERENCE

- R1- FINAL MAP NO. 5461, FILED DECEMBER 23, 2010 IN BOOK DD OF SURVEY MAPS, PAGES 90-97
- R2- FINAL MAP NO. 7545, FILED NOVEMBER 21, 2014 IN BOOK FF OF SURVEY MAPS, PAGES 16-20

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

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MAY 2021

SHEET 3 OF 5 SHEETS

BOUNDARY SHEET

A.B. 4624-032, 4624-442, 4624-443

PROJECT 2007030.E1.02

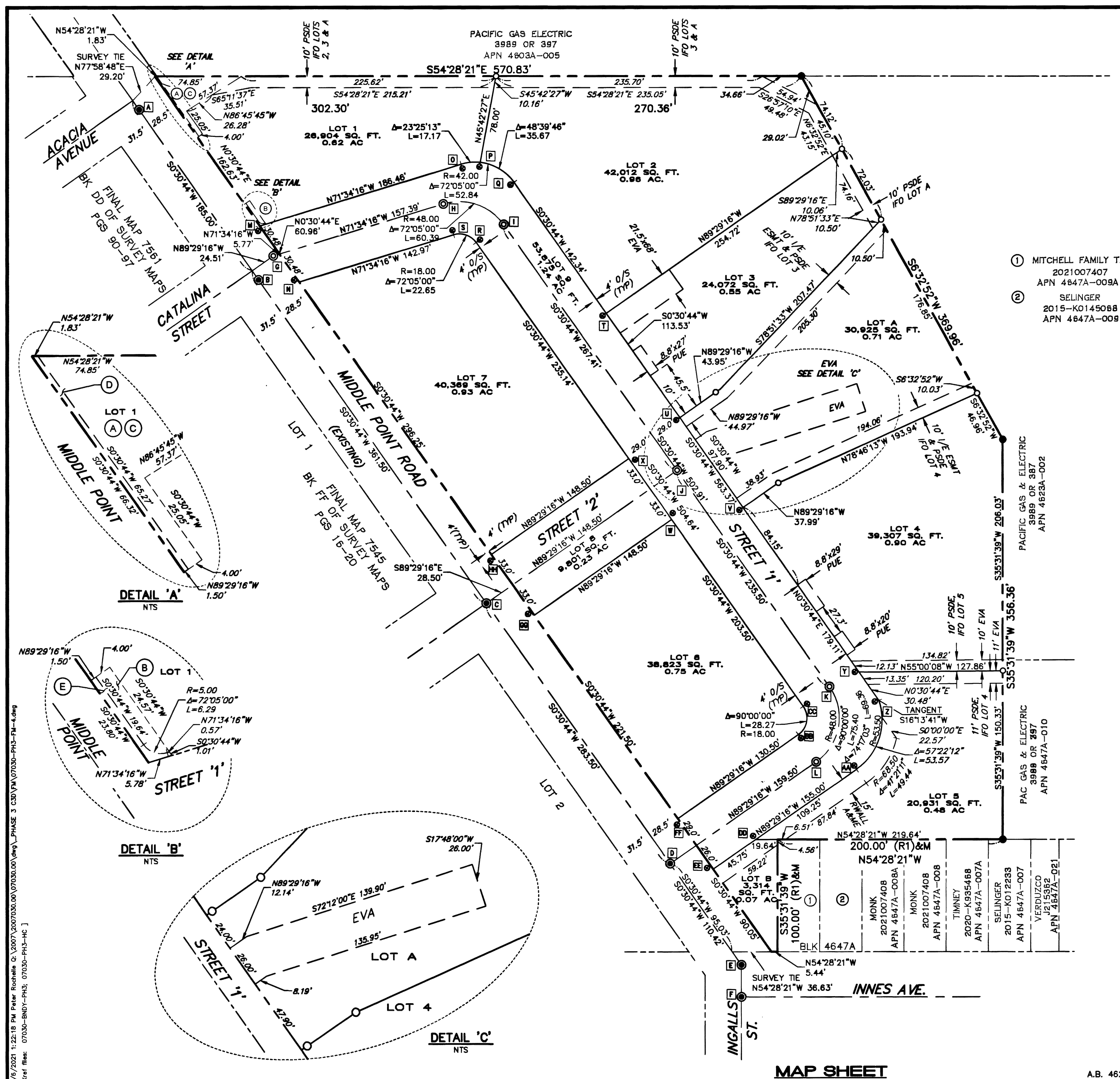
2-251 MIDDLEPOINT ROAD

FIELD SURVEY COMPLETION
 THE FIELD SURVEY FOR THIS MAP WAS COMPLETED ON JULY 19, 2019.

ALL PHYSICAL DETAILS INCLUDING CITY AND PRIVATE MONUMENTATION SHOWN HEREON EXISTED AS OF THE FIELD SURVEY COMPLETION DATE, UNLESS OTHERWISE NOTED.

NOTES:
 ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 ALL TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.

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 [xref files: 07030-BND1-PH3]



- LEGEND**
- SUBDIVISION BOUNDARY
 - MONUMENT LINE
 - LOT LINE
 - EXISTING LOT LINE
 - PROPOSED EASEMENT
 - EXISTING EASEMENT
 - ⊙ SET 2 1/2" BRASS DISC IN WELL STAMPED PLS 8185
 - SET 1 1/2" IRON PIPE, PLS 8185, AT REAR LOT CORNERS
 - 1 1/2" IRON PIPE AT, PLS 8185, 4' O/S TO FRONT LOT CORNERS
 - ⊙ SET 1" BRASS DISK, PLS 8185, AT 4' X 4' O/S AT INTERSECTIONS (TYP)
 - ⊙ SET 1" BRASS DISK, PLS 8185, AT 4' O/S ON LOT PT (TYP)
 - ⊙ FOUND 2 1/2" BRASS DISC IN WELL STAMPED PLS 5143
 - FOUND 1" OR 1 1/2" IRON PIPES TAGGED PLS 5143, PER R1
 - MONUMENT IDENTIFICATION NUMBER *SEE KEY ON SHEET 5
 - APN ASSESSOR PARCEL NUMBER
 - CCSF CITY AND COUNTY OF SAN FRANCISCO
 - EVA EMERGENCY VEHICLE ACCESS EASEMENT
 - EXST EXISTING
 - I/E ESMT INGRESS/EGRESS EASEMENT
 - IFO IN FAVOR OF
 - M MEASURED
 - MID MONUMENT IDENTIFICATION PER CCSF DATABASE
 - NTS NOT TO SCALE
 - O/S OFFSET
 - PSDE PRIVATE STORM DRAIN EASEMENT
 - PT POINT OF TANGENCY OF CURVE
 - PUE PUBLIC UTILITY EASEMENT
 - (R) RECORD REFERENCE
 - RWAL A&ME RETAINING WALL ACCESS AND MAINTENANCE EASEMENT
 - SDE STORM DRAIN EASEMENT (PUBLIC)
 - (TYP) TYPICAL

- ① MITCHELL FAMILY TR.
2021007407
APN 4647A-009A
- ② SELINGER
2015-K0145068
APN 4647A-009

- EASEMENT KEY**
- (A) EXISTING PG&E EASEMENT PER 2010-J064559
 - (B) EXISTING PG&E EASEMENT PER 2011-J309931
 - (C) EXISTING PG&E EASEMENT PER 2013-J698162
 - (D) PG&E EASEMENT TO BE RECORDED BY SEPARATE INSTRUMENT
 - (E) PG&E EASEMENT TO BE RECORDED BY SEPARATE INSTRUMENT

- NOTES:**
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 - ALL TIES ARE AT RIGHT ANGLES UNLESS OTHERWISE NOTED.

- REFERENCE**
- R1- FINAL MAP NO. 5461, FILED DECEMBER 23, 2010 IN BOOK DD OF SURVEY MAPS, PAGES 90-97
 - R2- FINAL MAP NO. 7545, FILED NOVEMBER 21, 2014 IN BOOK FF OF SURVEY MAPS, PAGES 16-20

FINAL MAP NO. 9677

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MAY 2021 SHEET 4 OF 5 SHEETS

MAP SHEET

A.B. 4624-032, 4624-442, 4624-443

PROJECT 2007030.E1.02

2-251 MIDDLEPOINT ROAD

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PACIFIC GAS ELECTRIC
3989 OR 397
APN 4603A-005

LOT 1
26,904 SQ. FT.
0.62 AC
BLOCK 12

LOT 2
42,012 SQ. FT.
0.96 AC
BLOCK 13

LOT 3
24,072 SQ. FT.
0.55 AC
BLOCK 14

LOT 7
40,369 SQ. FT.
0.93 AC
BLOCK 15

LOT A
30,925 SQ. FT.
0.71 AC

LOT 4
39,307 SQ. FT.
0.90 AC
BLOCK 17

LOT 6
32,823 SQ. FT.
0.75 AC
BLOCK 16

LOT 5
20,931 SQ. FT.
0.48 AC
BLOCK 18

LOT B
3,314 SQ. FT.
0.07 AC

STREET '2'
LOT 8
9,801 SQ. FT.
0.23 AC

LOT 9
53,875 SQ. FT.
1.24 AC

STREET '1'

MIDDLE POINT ROAD

PACIFIC GAS & ELECTRIC
3989 OR 397
APN 4623A-002

PAC GAS & ELECTRIC
3989 OR 397
APN 4647A-010

MITCHELL FAMILY TR. 2021007407 APN 4647A-009A	SELINGER 2015-K0145068 APN 4647A-008	MONK 2021007408 APN 4647A-008A	MONK 2021007408 APN 4647A-008	TIMNEY 2020-K935488 APN 4647A-007A	SELINGER 2015-K012288 APN 4647A-007	VERDUZCO APN 4647A-021	GREENLEAVES TR. APN 4647A-020
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LOTS				
FINAL MAP LOT NO.	ASSESSORS PARCEL NO.	PLANNING BLOCK NO.	CONDO UNITS	APN RANGE
1	4624-444	12	20	455-474
2	4624-445	13	32	475-506
3	4624-446	14	28	507-534
4	4624-447	17	54	535-588
5	4624-448	18	14	589-602
6	4624-449	16	88	603-690
7	4624-450	15	74	691-764
	4624-765	1	COMMERCIAL UNIT.	
TOTAL 310				
OPEN SPACE				
FINAL MAP LOT NO.	ASSESSORS PARCEL NO.			
A	PVT. OPEN SPACE	4624-451		
B	PVT. OPEN SPACE	4624-452		
STREET LOTS				
FINAL MAP LOT NO.	STREET	ASSESSORS PARCEL NO.		
8	STREET '2'	4624-453		
9	STREET '1'	4624-454		

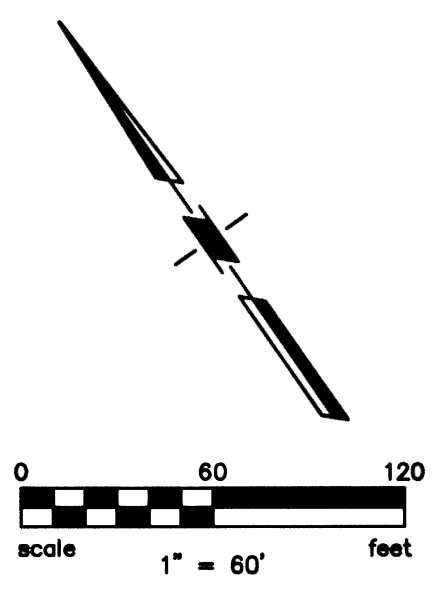
NOTE: THE PROPOSED ASSESSOR PARCEL NUMBERS SHOWN HEREON ARE FOR INFORMATIONAL USE ONLY AND SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE.

CONDOMINIUM NOTES:

- A) THIS MAP IS THE SURVEY MAP PORTION OF A CONDOMINIUM PLANT AS DESCRIBED IN CALIFORNIA CIVIL CODE SECTION 4120 AND 4285. THIS CONDOMINIUM PROJECT IS LIMITED TO 310 MAXIMUM NUMBER OF DWELLING UNITS AND/OR 1 COMMERCIAL UNIT.
- B) ALL INGRESS (ES), EGRESS (ES), PATH(S) OF TRAVEL, FIRE/EMERGENCY EXIT(S) AND EXITING COMPONENTS, EXIT PATHWAY(S) AND PASSAGEWAY(S), STAIRWAY(S), CORRIDOR(S), ELEVATOR(S), AND COMMON USE ACCESSIBLE FEATURE(S) AND FACILITIES SUCH AS RESTROOMS THAT THE BUILDING CODE REQUIRES FOR COMMON USE SHALL BE HELD IN COMMON UNDIVIDED INTEREST.
- C) UNLESS SPECIFIED OTHERWISE IN THE GOVERNING DOCUMENTS OF THE HUNTERS VIEW COMMUNITY ASSOCIATION, INCLUDING ITS CONDITIONS, COVENANTS, AND RESTRICTIONS, THE HUNTERS VIEW COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE, IN PERPETUITY, FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF:
 - (i) ALL GENERAL USE COMMON AREA IMPROVEMENTS; AND
 - (ii) ALL FRONTING SIDEWALKS, ALL PERMITTED OR UNPERMITTED PRIVATE ENCROACHMENTS AND PRIVATELY MAINTAINED STREET TREES FRONTING THE PROPERTY, AND ANY OTHER OBLIGATION IMPOSED ON PROPERTY OWNERS FRONTING A PUBLIC RIGHT-OF-WAY PURSUANT TO THE PUBLIC WORKS CODE OR OTHER APPLICABLE MUNICIPAL CODES
- D) IN THE EVENT THE AREAS IDENTIFIED IN (C)(II) ARE NOT PROPERLY MAINTAINED, REPAIRED, AND REPLACED ACCORDING TO THE CITY REQUIREMENTS, EACH LOT OWNER SHALL BE RESPONSIBLE TO THE EXTENT OF HIS/HER PROPORTIONATE OBLIGATION TO THE HV COMMUNITY ASSOCIATION FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THOSE AREAS. FAILURE TO UNDERTAKE SUCH MAINTENANCE, REPAIR, AND REPLACEMENT MAY RESULT IN CITY ENFORCEMENT AND ABATEMENT ACTIONS AGAINST THE HV COMMUNITY ASSOCIATION AND/OR THE INDIVIDUAL LOT OWNERS, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO IMPOSITION OF A LIEN AGAINST THE LOT OWNER'S PROPERTY.
- E) APPROVAL OF THIS MAP SHALL NOT BE DEEMED APPROVAL OF THE DESIGN, LOCATION, SIZE, DENSITY OR USE OF ANY STRUCTURE(S) OR ANCILLARY AREAS OF THE PROPERTY ASSOCIATED WITH STRUCTURES, NEW OR EXISTING, WHICH HAVE NOT BEEN REVIEWED OR APPROVED BY APPROPRIATE CITY AGENCIES NOR SHALL SUCH APPROVAL CONSTITUTE A WAIVER OF THE SUBDIVIDER'S OBLIGATION TO ABATE ANY OUTSTANDING MUNICIPAL CODE VIOLATIONS. ANY STRUCTURES CONSTRUCTED SUBSEQUENT TO APPROVAL OF THIS FINAL MAP SHALL COMPLY WITH ALL RELEVANT MUNICIPAL CODES, INCLUDING BUT NOT LIMITED TO THE PLANNING, HOUSING AND BUILDING CODES, IN EFFECT AT THE TIME OF ANY APPLICATION FOR REQUIRED PERMITS.
- F) BAY WINDOWS, FIRE ESCAPES AND OTHER ENCROACHMENTS (IF ANY SHOWN HEREON, THAT EXIST, OR THAT MAY BE CONSTRUCTED) ONTO OR OVER MIDDLE POINT ROAD, STREET '1' AND STREET '2' ARE PERMITTED THROUGH AND ARE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE BUILDING CODE AND PLANNING CODE OF THE CITY AND COUNTY OF SAN FRANCISCO. THIS MAP DOES NOT CONVEY ANY OWNERSHIP INTEREST IN SUCH ENCROACHMENT AREAS TO THE CONDOMINIUM UNIT OWNER(S).
- G) SIGNIFICANT ENCROACHMENTS, TO THE EXTENT THEY WERE VISIBLE AND OBSERVED, ARE NOTED HEREON. HOWEVER, IT IS ACKNOWLEDGED THAT OTHER ENCROACHMENTS FROM/ONTO ADJOINING PROPERTIES MAY EXIST OR BE CONSTRUCTED. IT SHALL BE THE RESPONSIBILITY SOLELY OF THE PROPERTY OWNERS INVOLVED TO RESOLVE ANY ISSUES THAT MAY ARISE FROM ANY ENCROACHMENTS WHETHER DEPICTED HEREON OR NOT. THIS MAP DOES NOT PURPORT TO CONVEY ANY OWNERSHIP INTEREST IN AN ENCROACHMENT AREA TO ANY PROPERTY OWNER.

MONUMENT IDENTIFICATION KEY:

- A - MID 27362
- B - MID 22623
- C - MID 27358
- D - MID 27354
- E - MID 27282
- F - MID 27281
- G - MID 38803
- H - MID 38804
- I - MID 38805
- J - MID 38806
- K - MID 38807
- L - MID 38808
- M - MID 38809
- N - MID 38810
- O - MID 38811
- P - MID 38812
- Q - MID 38813
- R - MID 38814
- S - MID 38815
- T - MID 38816
- U - MID 38817
- V - MID 38818
- W - MID 38819
- X - MID 38820
- Y - MID 38821
- Z - MID 38822
- AA - MID 38823
- AB - MID 38825
- AC - MID 38826
- AD - MID 38827
- AE - MID 38829
- AF - MID 38830
- AG - MID 38831
- AH - MID 38832



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SUPPLEMENTAL SHEET

FINAL MAP NO. 9677

A 9 LOT SUBDIVISION AND 310 UNIT, MIXED USE RESIDENTIAL AND 1 COMMERCIAL CONDOMINIUM PROJECT WITHIN 7 BUILDABLE LOTS AND A RE-SUBDIVISION OF LOT 10 FINAL MAP NO. 5461, FILED FOR RECORD IN BOOK DD OF SURVEY MAPS, AT PAGES 90-97, OFFICE OF THE COUNTY RECORDER

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MAY 2021

SHEET 5 OF 5 SHEETS

1 [Establishing the HOPE SF Fund and provide for appropriations to the Fund.]

2
3 **Ordinance amending the San Francisco Administrative Code by adding**
4 **Section 10.100-370, to: establish the HOPE SF Fund; direct the City to appropriate**
5 **\$5,000,000 to the Fund for FY 2007-2008 and set City policy regarding future**
6 **appropriations to the Fund; identify the permitted uses of moneys so deposited; and,**
7 **set forth provisions for the administration of such fund.**

8 Note: Additions are single-underline italics Times New Roman;
9 deletions are ~~strikethrough italics Times New Roman~~.
10 Board amendment additions are double underlined.
11 Board amendment deletions are ~~strikethrough normal~~.

12 Be it ordained by the People of the City and County of San Francisco:

13 Section 1. The San Francisco Administrative Code is hereby amended by adding
14 Section 10.100-370, to read as follows:

15 **SEC. 10-100-370. SAN FRANCISCO HOPE SF FUND.**

16 **(a) Establishment of Fund.** *The HOPE SF Fund is hereby established as a category four fund*
17 *for the purpose of assisting in the replacement and/or rehabilitation of distressed public housing*
18 *projects in the City and County of San Francisco.*

19 **(b) Deposits to Fund.**

20 **1. Base Deposit.** *The City shall appropriate \$5,000,000 from the General Fund into the*
21 *HOPE SF Fund for fiscal year 2007-2008. In subsequent years, it shall be City policy to appropriate*
22 *the same base amount to the HOPE SF Fund, as well as the additional deposits described in*
23 *subsection (b)(2), below.*

24 **2. Additional Deposits.** *It shall be City policy to increase the base deposit described in*
25 *subsection (b)(1), above, each fiscal year in an amount equal to the tax revenues generated during the*
prior fiscal year through construction and development activities on projects funded in whole or in part

1 by the HOPE SF Fund. The Controller's calculation of the amount of such revenues with reference to
2 any particular project shall include the following:

3 A. The portion of property and possessory interest tax revenues allocated to the City's
4 General Fund under state law;

5 B. Property transfer tax revenues derived from the City's Real Property Transfer Tax
6 Ordinance (Article 12-C of the City Business and Tax Regulations Code);

7 C. Sales and use tax revenues derived from the Bradley-Burns Uniform Local Sales and
8 Use Tax Law (the 1% levy authorized under California Revenue and Taxation Code Section 7203.1);
9 and

10 D. Payroll tax revenues derived from the City's Payroll Expense Tax Ordinance
11 (Article 12-A of the City Business and Tax Regulations Code).

12 (c) Use of Fund.

13 1. The fund shall be used exclusively for the purpose of providing financial assistance to
14 the San Francisco Housing Authority and housing developers, where the contribution of monies from
15 the fund to a specific eligible HOPE SF Project described in clause (2) below will be accompanied by
16 an agreement as to the affordability of some or all units in such HOPE SF Project for persons and
17 families of very-low, low and moderate income as defined by the United States Department of Housing
18 and Urban Development. Such affordability shall be maintained for a period of not less than the
19 greater of fifty years or the useful life of the project.

20 2. There are two eligible types of HOPE SF Projects: public housing developments in
21 need of substantial rehabilitation; and public housing developments in need of demolition and new
22 construction of public housing in conjunction with affordable housing and market-rate housing. Funds
23 may be used to pay for the following:

1 A. Capital expenses typically associated with the development and/or rehabilitation of
2 public housing or affordable housing, including but not limited to infrastructure costs, construction
3 costs, design costs, permit fees, financing fees, capitalized reserves, and developer fees;

4 B. Administrative costs required to oversee the program;

5 C. Payment of debt service on any bond or lease financing issued by the City for HOPE
6 SF Fund-eligible purposes; and

7 D. Other activities associated with the development of any HOPE SF Project, subject to
8 the adopted rules and regulations described in paragraph (d) below.

9 3. Grants, Bequests, and Other Sources. The Controller shall also cause the following
10 to be deposited in the HOPE SF Fund: any and all grants, gifts, or bequests from private sources for
11 the purposes cited above; any monies repaid to the City as a result of loans made by City to
12 developers from monies in the HOPE SF Fund to assist in the development of replacement public
13 housing and/or affordable housing associated with the replacement of public housing; any repayments
14 of monies to City where the City is beneficiary under a promissory note which was acquired as a result
15 of the City's housing affordability assistance from monies in the HOPE SF Fund; and any monies
16 otherwise allocated to the fund, all to the extent such monies are not required to be deposited in other
17 funds or applied to other purposes.

1 (d) Administration of Fund. The fund shall be administered by the Mayor's Office of Housing.
2 The Director of the Mayor's Office of Housing shall promulgate such rules and regulations as he or she
3 may deem appropriate to carry out the provisions of the fund. Such rules and regulations shall be
4 developed in consultation with any appropriate agencies or organizations with which the Director, or
5 his or her designee, may choose to consult. The rules and regulations shall be subject to a public
6 hearing and approved by resolution of the Board of Supervisors.

7
8 APPROVED AS TO FORM:
9 DENNIS J. HERRERA, City Attorney

10 By: Michael J. Martin
11 Michael J. Martin
12 Deputy City Attorney
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25



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Ordinance

File Number: 070849

Date Passed:

Ordinance amending the San Francisco Administrative Code by adding Section 10.100-370, to: establish the HOPE SF Fund; direct the City to appropriate \$5,000,000 to the Fund for FY 2007-2008 and set City policy regarding future appropriations to the Fund; identify the permitted uses of moneys so deposited; and, set forth provisions for the administration of such fund.

July 10, 2007 Board of Supervisors — CONTINUED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Jew, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

July 17, 2007 Board of Supervisors — PASSED ON FIRST READING

Ayes: 9 - Alioto-Pier, Ammiano, Daly, Elsbernd, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

Noes: 1 - Jew

Absent: 1 - Dufty

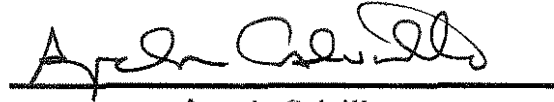
July 24, 2007 Board of Supervisors — FINALLY PASSED

Ayes: 9 - Alioto-Pier, Ammiano, Dufty, Elsbernd, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

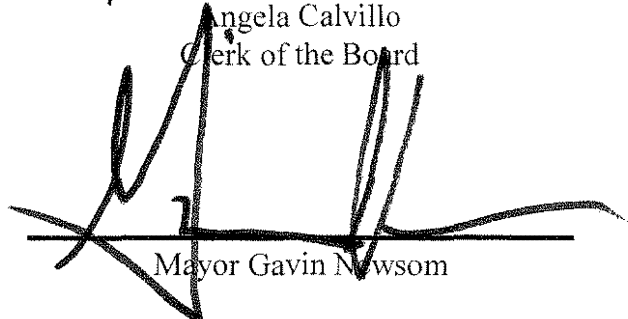
Noes: 2 - Daly, Jew

File No. 070849

I hereby certify that the foregoing Ordinance
was **FINALLY PASSED** on July 24, 2007 by
the Board of Supervisors of the City and
County of San Francisco.



Angela Calvillo
Clerk of the Board



Mayor Gavin Newsom

8/3/07

Date Approved

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

TO: Carla Short, Director, Public Works
Nancy Alfaro, Director, 311
Mary Ellen Carroll, Executive Director, Dept. of Emergency Management
Sandy Tong, Interim Chief, Fire Department
Willam Scott, Police Chief, Police Department

FROM: Victor Young, Assistant Clerk *Victor Young*

DATE: October 28, 2024

SUBJECT: LEGISLATION INTRODUCED

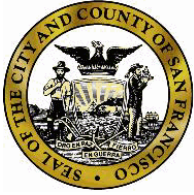
The Board of Supervisors' Rules Committee received the following proposed Ordinance:

File No. 241044

Resolution approving the official naming for two street segments within the Hunters View HOPE SF Infrastructure Phase III Project; approving Memory Lane as the official street name for the yet to be constructed unnamed street that starts at the intersection of Catalina Street and Middle Point Road on the north and ends at its southerly terminus where it rejoins Middle Point Road; and continuing the street name of Fairfax Avenue from its unbuilt segment at its intersection with Middle Point Road to its easterly terminus at Memory Lane.

If you have comments or reports to be included with the file, please forward them to Victor Young at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: victor.young@sfgov.org.

c: David Steinberg, Public Works
Ian Schneider, Public Works
Jason Wong, Public Works
Amy Garant, 311
Carson Chin, 311
Theresa Ludwig, Fire Dept.
Olivia Scanlon, Dept. of Emergency Management
Michelle Busse, Dept. of Emergency Management
Lisa Ortiz, Police Dept.
Lili Gamero, Police Dept.
Rima Malouf, Police Dept.
Diana Oliva-Aroche, Police Dept.



City and County of San Francisco

Master Report

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 241044 **File Type:** Resolution **Status:** Pending Committee Action

Enacted: _____ **Effective:** _____

Version: 1 **In Control:** Rules Committee

File Name: Official Naming of Streets - Hunters View Phase III **Date Introduced:** 10/22/2024

Requester: _____ **Cost:** _____ **Final Action:** _____

Comment: _____ **Title:** Resolution approving the official naming for two street segments within the Hunters View HOPE SF Infrastructure Phase III Project; approving Memory Lane as the official street name for the yet to be constructed unnamed street that starts at the intersection of Catalina Street and Middle Point Road on the north and ends at its southerly terminus where it rejoins Middle Point Road; and continuing the street name of Fairfax Avenue from its unbuilt segment at its intersection with Middle Point Road to its easterly terminus at Memory Lane.

Companion Files: 070849, 210800 **Sponsors:** Mayor; Walton

History of Legislative File 241044

Ver	Acting Body	Date	Action	Sent To	Due Date	Result
1	President	10/22/2024	RECEIVED AND ASSIGNED	Rules Committee		