

File No. 161356

Committee Item No. 16

Board Item No. 35

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date January 11, 2017

Board of Supervisors Meeting

Date January 24, 2017

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form |
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Completed by: Linda Wong Date January 6, 2017

Completed by: Linda Wong Date January 17, 2017

1 [Master Development Agreement - Sunnydale Development Co., LLC - Sunnydale HOPE SF
2 Project]

3 **Resolution authorizing the execution of the Master Development Agreement between**
4 **the Housing Authority of the City and County of San Francisco, Sunnydale**
5 **Development Co., LLC, a California limited liability company and the City and County of**
6 **San Francisco, for the Sunnydale HOPE SF Project at the approximately 50-acre site**
7 **located in Visitacion Valley and generally bounded by McLaren Park to the north,**
8 **Crocker Amazon Park on the west, Hahn Street on the east, and Velasco on the south;**
9 **and making findings under the California Environmental Quality Act, and findings of**
10 **conformity with the General Plan, and with the eight priority policies of Planning Code,**
11 **Section 101.1(b).**

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

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

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

23 WHEREAS, The Sunnydale HOPE SF project (the "Project") is generally bounded by
24 McLaren Park to the north, Crocker Amazon Park on the west, Hahn Street on the east, and
25 Velasco on the south; and

1 WHEREAS, The San Francisco Housing Authority ("SFHA") owns and operates 775
2 units of public housing on the approximately 50-acre site of the Project, which is located in
3 Visitacion Valley neighborhood of the City; and

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

10 WHEREAS, The Sunnydale HOPE master plan consists of a maximum of 1,700 units,
11 of which 775 are replacement units for existing Sunnydale-Velasco households and 196 are
12 additional affordable housing units, there are also up to 731 units that will be for market rate
13 housing units; and

14 WHEREAS, The master plan includes all new streets and utility infrastructure, 6.5
15 acres of new open spaces, and approximately 60,000 square feet of new neighborhood
16 serving spaces; and

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

20 WHEREAS, Developer filed an application with the City's Planning Department for
21 approval of a development agreement relating to the Project Site (the "Development
22 Agreement") under Chapter 56; a copy of the Development Agreement is on file with the Clerk
23 of the Board in File No. 161164; and

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

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

4 WHEREAS, The Planning Commission of the City's Planning Department took the
5 following actions on July 9, 2016: Certified the Final Environmental Impact Report (Motion
6 No. 19409); Adopted CEQA Findings including a statement of overriding considerations
7 (Motion No. 19784); and, Adopted Findings of Consistency with the General Plan and
8 Planning Code, Section 101.1 (Motion No. 19785) for the Project; and

9 WHEREAS, The Board of Supervisors on _____ by
10 Ordinance No. _____ adopted all of the findings of the Planning Commission of
11 July 9, 2015, including findings under CEQA, and findings of consistency with the General
12 Plan and Planning Code, Section 101.1; and

13 WHEREAS, Ordinance No. _____ is on file with the Clerk of the Board of
14 Supervisors in File No. 161164 and is incorporated herein by reference; now, therefore, be it

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

23 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
24 MOHCD (or his designee) to enter into any and all documents and take any and all actions
25 which such party, in consultation with the City Attorney, determines are in the best interest of

1 the City, do not materially increase the obligations of the City or materially decrease the
2 benefits to the City, are necessary and advisable to consummate the performance of the
3 purposes and intent of this Resolution and comply with all applicable laws, including the City's
4 Charter; any such actions are solely intended to further the purposes of this Resolution, and
5 are subject in all respects to the terms of this Resolution, and such official shall consult with
6 the City Attorney before execution of documents that include amendments from what was
7 previously submitted to the Board, and thereafter provide to the Clerk of the Board the final
8 document, as signed by the parties, together with a marked copy to show any changes within
9 30 days of execution for inclusion in the official file; and, be it

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

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<p>Items 13, 14, 15 & 16 Files 16-1161, 16-1355, 16-1164, 16-1356</p>	<p>Department: Mayor's Office of Housing and Community Development (MOHCD)</p>
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EXECUTIVE SUMMARY

Legislative Objectives

The four proposed resolutions would approve: (1) the master development agreement (File 16-1355) and the development agreement between the San Francisco Housing Authority (SFHA) (File 16-1161), the City, and BRIDGE Housing Corporation and BRIDGE Urban Infill Land Development LLP (BRIDGE) to develop the Potrero HOPE SF Project; and (2) the master development agreement (File 16-1356) and the development agreement between SFHA (File 16-1164), the City, and Mercy Housing California and the Related Companies of California, LLC (Mercy) to develop the Sunnydale HOPE SF Project (File 16-1164). SFHA selected the developers through a competitive process in 2008.

Key Points

- The Potrero HOPE SF and Sunnydale HOPE SF projects would demolish existing public housing and build replacement public housing, affordable housing, and market rate housing on land owned by SFHA. Each project would be developed in phases over approximately 25 years.
- The master development agreements outline SFHA's role as landowner, including preparation and sale of SFHA-owned property to private developers to construct market rate housing and transfer of SFHA-owned property to non-profit developers through 99-year ground leases to construct affordable housing. The development agreements grant the developers the right to develop the project sites as described in the agreements.

Fiscal Impact

- Phase 1 of the Potrero HOPE SF Project would construct 72 units of affordable housing; financing of \$68.5 million has been obtained of which \$17.7 million was committed by MOHCD. Phase 1 of the Sunnydale HOPE SF Project would construct 55 units at an estimated cost of \$42.4 million; MOHCD has committed \$7.0 million and the developer is seeking federal Low Income Housing Tax Credits and other financing.
- The development agreements do not commit MOHCD to finance the remaining project phases, but MOHCD anticipates financing approximately \$583.8 million over 13 years.

Policy Consideration

- Total development costs per square foot for Potrero and Sunnydale HOPE SF projects are higher than for the two other HOPE SF projects – Alice Griffith and Hunters View. According to MOHCD, Alice Griffith and Hunters View have lower costs due to the larger size of the projects and related economies of scale. Also, the more recent Potrero and Sunnydale projects are impacted by increasing construction costs in San Francisco.

Recommendation

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

MANDATE STATEMENT

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

BACKGROUND

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

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

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

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

DETAILS OF PROPOSED LEGISLATION

The four proposed resolutions would approve:

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

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

Overview of Potrero and Sunnydale HOPE SF Projects

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

Table 1: Potrero and Sunnydale HOPE SF Proposed Uses

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

Source: Master Development Agreements

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

Master Development Agreements

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

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

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

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

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

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

Development Agreements

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

Potrero Development Phases and Financing

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

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

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

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

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

Source: Master Development Agreement

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

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

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

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

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

Source: MOHCD

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

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

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

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

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

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

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

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

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

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

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

Source: Master Development Agreement (Exhibit H)

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

Sunnydale Development Phases and Financing

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

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

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

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

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

Source: Development Agreement

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

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

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

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

Source: MOHCD

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

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

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

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

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

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

Source: Master Development Agreement (Exhibit H)

Companion Ordinances and Resolutions

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

FISCAL IMPACT

MOHCD Gap Funding

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

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

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

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

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

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

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

Sale of Market Rate Parcels

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

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

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

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

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

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

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

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

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

POLICY CONSIDERATION

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

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

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

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

RECOMMENDATION

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

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

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383
RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

December 6, 2016

Attention:

APNs:

Recorder's Stamp

MASTER DEVELOPMENT AGREEMENT

(SUNNYDALE - VELASCO)

by and among

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

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

and

SUNNYDALE DEVELOPMENT CO., LLC,
a California limited liability company

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MASTER DEVELOPMENT AGREEMENT
(Sunnydale – Velasco)

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

RECITALS

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

B. The Authority is the owner of the Seven Hundred Fifty-Seven (757) residential units, and ancillary improvements, at the Sunnydale public housing development and the eighteen (18) residential units, and ancillary improvements, at the Velasco public housing development (collectively, the “**Existing Development**”), located in San Francisco, California, as more particularly described in the attached Exhibit A (as more particularly defined below, the “**Project Site**”).

C. In response to a Request for Qualifications issued by the Authority on October 16, 2007, the Authority selected the Developer's predecessors in interest, Mercy Housing California and The Related Companies of California, LLC (the “**Initial Developer**”) to develop a master development plan to revitalize the Project Site. The development rights of the Initial Developer were assigned to the Developer pursuant to the terms of an Assignment and Assumption Agreement dated April 10, 2015 between the Initial Developer and the Developer with the consent of the Authority.

D. The Authority and the Initial Developer entered into an Exclusive Negotiating Rights Agreement on September 11, 2008, as amended by that certain Amended and Restated Exclusive Negotiating Rights Agreement dated May 16, 2011, and as further amended by the First Amendment to the Amended and Restated Exclusive Negotiating Rights Agreement dated October 24, 2013, and the Authority and the Developer entered into that Second Amended and Restated Exclusive Negotiating Rights Agreement dated October 22, 2015 (all collectively, the “**ENRA**”), in which the Authority and the Developer negotiated some of the material terms of this Agreement in connection with the Development (as defined below).

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

contracting and other regulatory oversight of the Project. On or about the date of this Agreement, the City, the Developer and the Authority are entering into a Development Agreement (the "City DA") pursuant to the authority of authority of Section 65864 et seq. of the California Government Code and Chapter 56 of the Administrative Code.

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

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

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

AGREEMENT

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

1. Definitions.

"**Affiliate**" means, with respect to a specified Person, any other Person that directly or indirectly Controls, is Controlled by or is under Common Control with such specified Person. For the avoidance of doubt, an Affiliate of Mercy Housing, Inc. or an Affiliate of The Related Companies of California, LLC shall be considered an Affiliate of the Developer.

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

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

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

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

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

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

“Agreement” is defined in the preamble.

“Approval” is defined in Section 19.19.

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

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

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

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

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

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

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

“City” is defined in the Recitals.

“City Approval” is defined in Section 3.4.

“City DA” is defined in the Recitals.

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

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

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

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

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

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

“Community Replacement Unit” means a newly constructed rental unit within the Project Site intended to replace an Existing Unit within an Affordable Housing Development but that is not necessary for the occupancy of an Existing Household. Community Replacement Units shall be created to the extent that the Authority provides project-based Operating Subsidy to assist households who occupy such units, as further provided in Section 7.1, and shall be income-restricted in accordance with such Operating Subsidy.

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

“Construction License Agreement” is defined in Section 5.1.35.1

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

“DDA” is defined in Section 1.4.6.3.

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

“Defaulting Party” is defined in Section 16.1.

“Default Termination Notice” is defined in Section 16.3.3.

“Developer” means Sunnydale Development Co., LLC, a California limited liability company, or its Transferee in accordance herewith.

“Effective Date” is defined in the preamble.

“ENRA” is defined in the Recitals.

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

“Event of Default” is defined in Section 16.2.

“Excusable Delays” is defined in Section 4.4.2.

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

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

“Existing Development” is defined in the Recitals.

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

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

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

“Financing Plan” is defined in Section 14.1.

“General Partner” is defined in Section 13.3.

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

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

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

“HOPE SF” is defined in the Recitals.

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

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

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

“HUD” is defined in the Recitals.

“HUD Requirements” means all requirements of HUD and federal law, regulation or HUD guidance as applicable to the Affordable Housing Developments or a given element thereof (including, as applicable in a given context, requirements relating to the public housing program, a Choice Neighborhoods Initiative Implementation Grant, RAD and/or Section 8 rental assistance) including (as applicable, in a given context): the Housing Act; HUD regulations; the Authority's Consolidated Annual Contributions Contract with HUD, including amendments; a Declaration of Trust in favor of HUD (as the same may be amended); HUD notices; and all applicable federal statutes, executive orders and regulatory requirements; as such requirements may be amended from time to time.

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

“Investor” is defined in Section 13.3.

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

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

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

“Market Rate Housing Guidelines” is defined in Section 12.3

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

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

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

“Master Budget” is defined in Section 1.4.5.

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

“Master Schedule” is defined in Section 1.4.3.

“**Mediation Request**” is defined in Section 15.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Public Infrastructure Improvements**” means the facilities, both on- and off-site, to be

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

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

“Project” is defined in the Recitals.

“Project Description” is defined in Section 1.4.1.

“Project Site” is defined in the Recitals

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

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

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

“Relocation Laws” is defined in Section 6.1.

“Right to Return” is defined in Section 6.1.

“Relocation Cost Agreement” is defined in Section 6.5.1.

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

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

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

“Requesting Party” is defined in Section 15.

“Restricted Appraised Value” means the value of a given leasehold interest subject to a Ground Lease or fee interest subject to a Deed, as determined by an appraiser Approved by each Party, taking into

account (as applicable) the unimproved condition, Hazardous Materials, Existing Buildings, and/or regulatory restrictions imposed or to be imposed upon such interest at the time of conveyance (including, in the context of an Affordable Housing Development Site, restrictions arising under HUD Requirements, City Subsidy loans and HUD Requirements).

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

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

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

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

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

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

“**Term**” is defined in Section 2.

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

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

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

2. Term.

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

3. General Relationship; HUD and City Approvals.

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

3.2. Approvals and Relationship to City DA

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

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

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

4. The Project: Phasing, Schedule Budget and Updates

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

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

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

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

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

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

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

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

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

4.6. Updates, Amendments and DDAs.

4.6.1. The Parties recognize that the Project is expected to be developed in multiple Phases over a period of approximately thirteen to twenty (13-20) years. As such, the Parties acknowledge that certain assumptions informing this Agreement and articulated in the associated Exhibits, such as the Master Budget, are likely to change over the course of implementing the Project.

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

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

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

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

5.1. License Agreements.

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

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

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

5.1.3. Construction License Agreements.

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

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

5.2. **Environmental Approvals.** Pursuant to the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA"), and their respective implementing regulations, MOHCD and the City Planning Department, as the "lead agency" under both NEPA and CEQA, prepared a joint Environmental Impact Report/Environmental Impact Statement on July 9, 2015 (the "**EIR/EIS**"), to assess the environmental impacts associated with the Development, following conduct of a duly noticed public hearing. Pursuant to NEPA and its implementing regulations, on July 10, 2015, MOHCD submitted a Notice of Intent to Request Release of Funds and Notice of Availability of Final Environmental Impact Record/Final Environmental Review Statement to HUD, and on September 1, 2015 HUD approved such request for Release of Funds. The EIR/EIS called for the implementation of certain mitigation measures under both NEPA and CEQA through a "Mitigation Monitoring and Reporting Program" (as the same may be revised from time to time in accordance with state law and upon City Approval and the Approval of the Developer, the "**MMRP**"). The Authority, as a "responsible agency" under CEQA, has considered, approved and made the required CEQA findings in connection with the EIR/EIS that have served as the environmental documentation under CEQA in the Authority's consideration of approval of this Agreement.

5.3. Hazardous Materials.

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

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

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

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

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

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

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

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

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

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

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

6. Relocation.

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

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

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

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

6.3. Authority Relocation Responsibilities.

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

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

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

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

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

6.5. Relocation Costs.

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

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

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

7. Replacement Units and Operating Subsidy.

7.1. Replacement Units. The Parties agree that a primary objective of the Project is to construct Resident Replacement Units that carry project-based Operating Subsidies that enable Existing Households to live in high-quality, safe, permanent affordable housing. In order to facilitate a timely reconstruction program for the benefit of Existing Households and to provide Existing Households with quality affordable housing, including in some cases with the choice to live in other City neighborhoods, the Parties acknowledge that some Resident Replacement Units may be located off-site within the City, pursuant to the Relocation Plan and the Phasing Plan (“**Off-Site Resident Replacement Units**”). Should such off-site relocation occur, the Parties further agree that reconstruction of 775 units – the number of Existing Units at the Project Site that are assisted with project-based Operating Subsidy – is desirable, and that these units would be a combination of Resident Replacement Units and Community Replacement Units (collectively, “**Replacement Units**”). To implement these goals, the Parties agree:

7.1.1. The Authority has initiated (pursuant to an Inventory Removal application submitted October 24, 2016), and will diligently pursue, a request for approval from HUD to demolish and dispose of the Existing Units and to secure project-based Operating Subsidy for all Resident Replacement Units. The Authority, Developer and City will work together to maximize the value of all available Operating Subsidy for the Replacement Units; currently, among available Operating Subsidies, PBV Subsidy is the most valuable. The Parties further agree to work together to secure any HUD waiver or approval (and to apply all available authority under HUD Requirements, including HOTMA (as and when implemented by HUD)) as necessary to apply the project-based Operating Subsidy at its maximum value, including an award of PBV Assistance for the Replacement Units without following a competitive process pursuant to Section 106(a)(9) of HOTMA, through RAD Assistance, and/or via an award of a Choice Neighborhoods Implementation Grant or other revitalization grant, as each may be applicable.

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

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

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

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

7.2. HUD Requirements.

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

7.3. Coordinating and Updating Resident Replacement Unit Information.

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

7.4. Reoccupancy, Admissions and Waiting Lists

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

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

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

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

8. **Title and Conveyance Matters.**

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

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

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

9. Demolition.

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

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

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

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

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

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

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

10. Public Infrastructure Improvements.

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

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

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

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

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

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

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

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

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

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

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

11. Community Improvements.

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

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

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

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

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

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

12. Market Rate Housing Development.

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

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

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

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

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

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

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

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

13. Affordable Housing Development Business Terms.

13.1. Affordable Housing Development Closing Documents.

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

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

13.2. Affordable Housing Ground Lease.

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

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

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

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

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

13.4. Subsidy Loans.

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

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

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

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

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

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

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

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

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

13.10. Guarantee. Either The Related Companies, L.P. (or any Affiliate thereof whose finances are represented on the financial statements presented to the Authority in connection with the procurement of the Developer), or Mercy Housing California (or any Affiliate thereof whose finances are represented on the financial statements presented to the Authority in connection with the procurement of the Developer), shall provide, with respect to each Affordable Housing Development, all guarantees required by the Investor and lenders, including any completion (development deficit), operating deficit, and/or tax credit recapture guarantees, and such Affiliate shall provide the Authority with a construction completion guarantee. Notwithstanding the foregoing, under no circumstance will both The Related Companies, L.P. and Mercy Housing California (or their applicable Affiliates) provide guarantees for the same Affordable Housing Development; each Affordable Housing Development will be guaranteed by The Related Companies, L.P. (or an Affiliate thereof) or Mercy Housing California (or an Affiliate thereof).

13.11. Reoccupancy and Admissions. Each Affordable Housing Development Owner will comply with the reoccupancy and admissions requirements established pursuant to Section 7.4 relative to Replacement Units. Subject to the role of the Authority in relation to Replacement Units as established pursuant to such Section 7.4, the Affordable Housing Development Owner shall be responsible for all leasing activities (including pre-application and application intake, applicant interview and screening, verification procedures, determination of eligibility for admission and qualification for preferences, record maintenance, waiting list maintenance, unit assignment, and the execution of leases as landlord).

14. Closing Conditions.

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

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

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

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

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

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

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

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

14.8. **HUD Approvals.** All required approvals from HUD.

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

15. **Mediation.**

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

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

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

16. **Event of Default; No-Default Termination.**

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

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

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

16.2. Particular Breaches by the Parties.

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

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

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

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

16.3. Remedies.

16.3.1. Specific Performance. Upon an Event of Default, the aggrieved Party may institute proceedings to compel injunctive relief or specific performance by the Defaulting Party to the extent permitted by law (except as otherwise limited by or provided in this Agreement). Nothing in this Section 16.3.1 shall require a Party to postpone instituting any injunctive proceeding if it believes in good faith that such postponement will cause irreparable harm to such Party. The Parties acknowledge and agree that Developer shall be entitled to enforce and may institute proceedings to compel specific performance by the Authority, including its pursuit and allocation of Operating Subsidy to the Project, its responsibilities under Section 8 of this Agreement, and its obligations to convey and accept portions of the Project Site as required hereunder.

16.3.2. Limited Damages. The Parties have determined that except as set forth in this Section 16.3.2, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by any Party as a result of a breach hereunder and (iii) equitable remedies and remedies at law not including damages are particularly appropriate remedies for enforcement of this Agreement. Consequently, the Parties agree that no Party shall be liable in damages to any other Party by reason of the provisions of this Agreement, and each covenants not to sue any other Party for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: actual damages only shall be available as to breaches that arise out of (a) the failure to pay amounts as and when due and owing under this Agreement but subject to any express conditions for such payment set forth in this Agreement, (b) the failure to make payment due under any indemnification in this Agreement, (c) the requirement to pay attorneys' fees and costs as set forth in Section 19.1 or when required by a court with jurisdiction, and (d) to the extent damages are expressly permitted under any agreement among or between any of the Parties other than this Agreement. For purposes of the foregoing, "actual damages" shall mean the actual amount due and owing under this Agreement, with interest as provided by law, together with such judgment collection activities as may be ordered by the judgment, and no additional amount. The Parties acknowledge and agree that no Party would have entered into or become a Party to this Agreement without this Section 16.3.2.

16.3.3. Termination for Cause.

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

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

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

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

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

16.4. No-Fault Termination. If at any time in the development of the Project the Developer makes a good faith determination that the Project or a Phase is infeasible, despite good faith efforts by the Developer and its Affiliates, it may deliver a “**Notice of Infeasibility**” to the Authority and to the City notifying the Authority and the City of such determination. The Notice of Infeasibility shall state with reasonable specificity the basis for determining such infeasibility and, if applicable, ways in which feasibility may be restored. A prolonged period of Excusable Delays that extends, or provides grounds to extend, the Master Schedule more than twelve (12) months shall be grounds for a Notice of Infeasibility. Upon delivery of a Notice of Infeasibility, the Parties shall promptly meet to discuss the circumstances and the manner in which feasibility may be restored. If within ninety (90) days of the Notice of Infeasibility the Parties have restored feasibility in the reasonable determination of the Developer then the Developer shall issue a written acknowledgement of such. If feasibility has not been restored, the Developer may terminate this Agreement with respect to the Project or the subject Phase without fault. Following such a termination, any costs incurred by a Party in connection with this Agreement shall be completely borne by such Party and no Party shall have any rights against or liability to the other, except for those provisions of this Agreement that recite that they survive termination of this Agreement. (The Developer acknowledges that this Section 16.4 shall not be applicable to any Affordable Housing Development Phase or Market Rate Housing Development Phase after such Phase has closed.)

17. Transfers and Assignments.

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

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

18. Authority and HUD-Related Regulatory Provisions.

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

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

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

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

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

18.6. Conflict of Interest Requirements.

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

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

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

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

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

18.9.1. The Fair Housing Act (42 U.S.C. Sections 3601-3619, and implementing regulations at 24 CFR Part 100); Executive Order 11063 (Equal Opportunity in Housing), and

implementing regulations at 24 CFR Part 107; the fair housing poster regulations at 24 CFR Part 110, and the advertising guidelines at 24 CFR Part 109.

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

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

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

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

19. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

(including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

19.5. Authority and Enforceability. Each Party represents and warrants to each other Party that the execution and delivery of this Agreement by such Party has been duly authorized by all necessary action on the part of such Party, and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to such Party, or any present law or governmental regulation or court decree.

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

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

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

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

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

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

19.12. Time.

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

19.12.2. Time and Date of Performance. If the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding Business Day. All performance (including cure) dates expire at 5:00 p.m. (San Francisco,

California time) on the applicable Business Day. Where a date for performance is a calendar month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

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

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

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

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

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

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

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

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

19.19. Approvals.

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

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

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

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

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

19.20. Authority Actions; City Approval

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

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

19.21. Interpretation. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to the Table of Contents, any Article, Section, Exhibit or any defined term, the reference shall be deemed to refer to the Table of Contents, Article, Section, Exhibit or defined term of this Agreement. Any reference to an Article or a Section includes all subsections and subparagraphs of

that Article or Section. The use in this Agreement of the words “including”, “such as” or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, whether or not language of non-limitation, such as “without limitation” or “but not limited to”, or words of similar import, is used with reference thereto. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail.

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

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

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

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

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

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

19.28. Exhibits Incorporated, Maintained and Updated. Each Exhibit to this Agreement is incorporated by this reference. The most recent versions of the Exhibits shall not be required to be recorded but shall be kept on file with the Developer. Full color copies of all recorded Exhibits are also

on file with the Developer. All such Exhibits on file with the Developer shall be made available to members of the public at reasonable times. Reference in this Agreement to any Exhibit shall mean any such Exhibit as it may be updated in accordance with the terms of this Agreement (including pursuant to Section 4.6).

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

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

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

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

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

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

with a copy to:

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

in the case of a notice or communication to City,

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

with a copy to:

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

in the case of a notice or communication to Developer,

Attn:

with copies to:

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

Any notice address for a Party may be changed by such Party at any time by giving notice of such change in the manner provided above, and any such change shall be effective ten (10) days thereafter (or such later date as is set forth in such notice). All notices and other communications under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed or delivered by overnight carrier, on the delivery date or attempted delivery date shown on the return receipt or in the records of the carrier, as applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

AUTHORITY:

APPROVED AS TO FORM:

Goldfarb & Lipman LLP,
Special Legal Counsel

By: _____
Name: Dianne Jackson McLean

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

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

DEVELOPER:

SUNNYDALE DEVELOPMENT CO., LLC,
a California limited liability company

By: Mercy Housing California, a California
nonprofit public benefit corporation, its
Member

By: _____
Name: _____
Title: _____

By: The Related Companies of California,
LLC, a California limited liability
company, its Member

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

CITY:

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

By: _____
Name: Olson Lee
Title: Director

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

Notary Public (Seal)

EXHIBIT A

PROJECT SITE LEGAL DESCRIPTION

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

Lot 1 of Blocks 6310, 6311, 6312, 6313, 6314 and 6315 Sunnydale Low Rent Housing Project, as the same is shown on map thereof recorded December 30, 1941 in Map Book "O", Page 57, Records of the City and County of San Francisco.

APN: Lot 001; Blocks 6310, 6311, 6312, 6313, 6314 and 6315

EXHIBIT B

PROJECT DESCRIPTION

The Sunnydale HOPE SF Project is public purpose, master-planned revitalization of the Sunnydale-Velasco public housing site into a new mixed income housing development with new replacement, affordable and market rate housing, streets and utility infrastructure, open spaces and community and retail spaces for the whole Visitacion Valley neighborhood. The current Project Site and buildings are owned and operated by the Housing Authority of the City and County of San Francisco (“SFHA”) and contains 775 units of public housing on approximately 50 acres. The Sunnydale HOPE SF Project is under the San Francisco HOPE SF Initiative, a public-private partnership to transform the City’s most distressed and isolated public housing communities into thriving, mixed income, healthy communities for existing residents of public housing, new residents, and the neighborhoods in which they are located.

The Developer, the Mayor’s Office of Housing and Community Development (“MOHCD”), and SFHA are committed to providing new high quality replacement housing for all current Sunnydale households. Under the SFHA’s Right to Return Policy and the City’s Right to Revitalized Housing Ordinance, existing Sunnydale households in good standing have the right to a replacement unit.

Master Plan

The master plan for this physical transformation was developed through community planning and design meetings at Sunnydale and the wider Visitacion Valley neighborhood in 2009-2010. Community planning and design meetings have continued since then with development topics such as building design, construction phasing and schedule, and funding. The CEQA and NEPA evaluation of this master plan was completed and approved in 2015 and modified in 2016 and allows:

- New construction of up to 1,770 housing units, including 1,074 replacement and other affordable rental units and 694 market rate units.
- Approximately 12 acres of reconfigured and new streets and utilities, transit-related infrastructure, and accessible paths of travel.
- Approximately 9.6 acres of new open spaces including 3.6 acres in four open space blocks, a 1 acre linear open space on the north side of Sunnydale Avenue, and 5 acres of private open space within the new housing developments.
- Up to 72,000 square feet of neighborhood-serving retail, community services, early childhood learning, after school programs, and other neighborhood amenities.

The FEIR/EIS for the Project approved in July 2015 and modified in June 2016 more fully describes the master plan that was evaluated by the Planning Department and HUD under the CEQA and NEPA criteria.

Project

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

- ❖ Construction of at least 969 new rent-restricted apartments that will be affordable to existing Sunnydale households (with rents at 30% of household income less utility allowances) and new apartments that will be affordable to households earning up to 60% of Area Median Income (as defined by the California Tax Credit Allocation Committee and regulated and monitored by the City through the Loan Agreement) (“AMI”). These affordable units will be constructed on 14 housing sites or blocks throughout the Project Site, including one vacant site located just across the street from the Sunnydale-Velasco site at the southeast corner of Sunnydale Avenue and Hahn Street.
- ❖ Construction of approximately 600 market rate housing units which are planned as for-sale homeownership units located on 22 blocks of varying sizes (with a 5 unit site being the smallest site). MOHCD may subsidize the development of affordable homeownership at some locations.
- ❖ Construction of four new open spaces at Blocks 2, 4, 25 and 30 totaling approximately 3.6 acres that will provide a variety of open space uses for the entire neighborhood, including children play areas, green and plaza spaces for a variety of uses, and spaces for urban agriculture.
- ❖ Construction of 30,000 gross square feet of new neighborhood spaces for local retail businesses, a health and wellness center, community based organizations, an early childhood learning program and other neighborhood amenities. This space will be located on the ground floors of Blocks 3A and 3B, two affordable senior and family developments.
- ❖ Construction of a new community center of approximately 30,000 gross square feet at Block 1 on Sunnydale Avenue and Hahn Streets, adjacent to and complementing the City’s Herz Playground and Coffman Pool. The community center will be designed to provide a neighborhood-wide set of amenities, such as an early childhood learning program, after school program, multi-purpose room, and a gymnasium for sports and recreation. Also adjacent to this center and to Herz will be the new Block 2 open space, which will provide a physical link between Herz Playground and Sunnydale Avenue.
- ❖ Construction of new public rights-of-way following the City’s grid pattern that will reconnect the Project Site to the surrounding neighborhood. These new roadways will also include new public utility systems, new sidewalks and street furnishings, and

transportation improvements that will increase access to MTA's public transit system. The new streets and water, sewer and electric infrastructure and the transportation improvements will be built per City standards and dedicated to the City.

Project Development Phases

The demolition and construction of the entire Project will occur in 10-11 phases, so that existing households living in the Project Site can be relocated temporarily to on-site vacant units, or permanently and directly to newly constructed replacement units on site. Households may also be offered the opportunity to move permanently and voluntarily to affordable replacement housing units in other San Francisco neighborhoods. The goals for the phasing and for the resident relocation plans are to minimize the number of moves that existing households will have to make, and to provide a new affordable replacement unit to households as soon as possible, while also mixing the placement of affordable and market rate sites within the overall Project.

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

Parcel Q infill development:

- a. Development of a half-acre vacant lot into 40-60 units of Affordable Housing¹

Phase 1A-1:

- a. Demolition of 52 existing units and surrounding infrastructure
- b. Construction of Block 6B, approximately 80-85 units of Affordable Housing

Phase 1A-2:

- a. Demolition of 56 existing units and surrounding infrastructure
- b. Construction of Block 6A, approximately 80-85 units of Affordable Housing
- c. Preparation of market rate Block 5 for sale

¹ The term "Affordable Housing" as used throughout means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding 60% of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.

Phase 1A-3:

- a. Demolition of 80 existing units and surrounding infrastructure
- b. Construction of Block 3A, approximately 80 Affordable Housing units for seniors ages 62 years and older
- c. Construction of Block 3B, approximately 92 Affordable Housing units for families
- d. Construction of 30,000 square feet of ground floor neighborhood serving spaces in Blocks 3A and 3B
- e. Construction of the new community center on Block 1

Phase 1B and 3C:

- a. Demolition of 134 existing units at the 1B development area and at Phase 3C at the west end of the site, plus surrounding infrastructure
- b. Construction of Block 7, approximately 69 Affordable Housing family units

Phase 1C:

- a. Demolition of 24 existing units and surrounding infrastructure
- b. Construction of 100 new Affordable Housing family units in Block 9
- c. Preparation of market rate lots 8A and 8B for sale
- d. Completion of Block 2 and 4 open spaces

Phase 2A:

- a. Demolition of 148 existing units and surrounding infrastructure
- b. Construction of 79 Affordable Housing family units in Block 10
- c. Construction of 54 Affordable Housing family units in Block 15
- d. Preparation of market rate blocks 14, and 16 for sale

Phase 2B:

- a. Demolition of 92 existing units and surrounding infrastructure
- b. Construction of 64-79 new Affordable Housing units in Block 11
- c. Preparation of market rate blocks 17 and 18 for sale
- d. Construction of Block 25 open space

Phase 2C:

- a. Demolition of 101 existing units and surrounding infrastructure
- b. Construction of 66 new Affordable Housing units in Block 19
- c. Preparation of market rate blocks 12, 13, and 20, for sale

Phase 3A:

- a. Demolition of 44 existing units and surrounding infrastructure
- b. Construction of 72 new affordable units in Block 24
- c. Preparation of market rate blocks 22A, 22B, 23, 32 and 33 for sale

Phase 3B:

- a. Demolition of 44 existing units and surrounding infrastructure
- b. Construction of these new Affordable Housing units: 40 units in Block 34 and 37 in Block 35
- c. Preparation of these market rate blocks for sale: 26, 27, 28, 29, 31, and 36

Phase 3C:

- a. Existing units demolished with Phase 1B work above
- b. Preparation of Block 21 market rate lot for sale
- c. Construction of Block 30 Open Space

Exhibit C: Sunnysdale Master Unit Building List

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

Development Phase	HUD DDA#	Earliest year that households would move out of existing units	# of units to be demolished	# of new Resident Replacement Units constructed on site or off site
Parcel Q		0	0	65
Phase 1A-1	0007676	2017	52	71
Phase 1A-2	0007677	2017	56	63
1A-3	0007678	2018	80	130
Phase 1B and 3C	0007679	2019	134	52
1C	0007680	2019	24	75
2A	0007681	2021	148	100
2B	0007682	2024	92	59
2C	0007683	2026	101	49
3A	0007684	2026	44	54
3B	0007685	2028	44	57
3C	0007686	2019	0	0
Totals			775	775

	A	B	C	D	H
1	Sunnydale Existing Units Organized by Demolition Phase				
2	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
3	1A-1	32E	0332	42 BLYTHDALE AVE	2
4	1A-1	32E	0332	44 BLYTHDALE AVE	2
5	1A-1	32E	0332	46 BLYTHDALE AVE	2
6	1A-1	32E	0332	48 BLYTHDALE AVE	2
7	1A-1	32E	0332	50 BLYTHDALE AVE	2
8	1A-1	32E	0332	52 BLYTHDALE AVE	3
9	1A-1	32E	0332	54 BLYTHDALE AVE	3
10	1A-1	32E	0332	56 BLYTHDALE AVE	2
11					
12	1A-1	86E	0386	65 BLYTHDALE AVE	2
13	1A-1	86E	0386	67 BLYTHDALE AVE	2
14	1A-1	86E	0386	69 BLYTHDALE AVE	3
15	1A-1	86E	0386	71 BLYTHDALE AVE	2
16	1A-1	86E	0386	73 BLYTHDALE AVE	2
17	1A-1	86E	0386	75 BLYTHDALE AVE	2
18	1A-1	86E	0386	77 BLYTHDALE AVE	3
19	1A-1	86E	0386	79 BLYTHDALE AVE	2
20					
21	1A-1	87E	0387	45 BLYTHDALE AVE	2
22	1A-1	87E	0387	47 BLYTHDALE AVE	2
23	1A-1	87E	0387	49 BLYTHDALE AVE	3
24	1A-1	87E	0387	51 BLYTHDALE AVE	2
25	1A-1	87E	0387	53 BLYTHDALE AVE	2
26	1A-1	87E	0387	55 BLYTHDALE AVE	2
27	1A-1	87E	0387	57 BLYTHDALE AVE	3
28	1A-1	87E	0387	59 BLYTHDALE AVE	2
29					
30	1A-1	90E	0390	11 BLYTHDALE AVE	2
31	1A-1	90E	0390	13 BLYTHDALE AVE	3
32	1A-1	90E	0390	15 BLYTHDALE AVE	2
33	1A-1	90E	0390	1 BLYTHDALE AVE	2
34	1A-1	90E	0390	3 BLYTHDALE AVE	2
35	1A-1	90E	0390	5 BLYTHDALE AVE	3
36	1A-1	90E	0390	7 BLYTHDALE AVE	2
37	1A-1	90E	0390	9 BLYTHDALE AVE	2
38					
39	1A-1	89E	0389	17 BLYTHDALE AVE	2
40	1A-1	89E	0389	19 BLYTHDALE AVE	2
41	1A-1	89E	0389	21 BLYTHDALE AVE	3
42	1A-1	89E	0389	23 BLYTHDALE AVE	2
43	1A-1	89E	0389	25 BLYTHDALE AVE	2
44	1A-1	89E	0389	27 BLYTHDALE AVE	2
45	1A-1	89E	0389	29 BLYTHDALE AVE	3
46	1A-1	89E	0389	31 BLYTHDALE AVE	2
47					
48	1A-1	88D	0388	33 BLYTHDALE AVE	2
49	1A-1	88D	0388	35 BLYTHDALE AVE	2
50	1A-1	88D	0388	37 BLYTHDALE AVE	3
51	1A-1	88D	0388	39 BLYTHDALE AVE	2
52					
53	1A-1	85A	0385	85 BLYTHDALE AVE	1
54	1A-1	85A	0385	87 BLYTHDALE AVE	1
55	1A-1	85A	0385	101 SANTOS ST	1
56	1A-1	85A	0385	103 SANTOS ST	1
57	1A-1	85A	0385	105 SANTOS ST	1
58	1A-1	85A	0385	107 SANTOS ST	1
59	1A-1	85A	0385	109 SANTOS ST	1
60	1A-1	85A	0385	111 SANTOS ST	1
61					
62	1A-2	23E	0323	1617 SUNNYDALE AVE	2
63	1A-2	23E	0323	1619 SUNNYDALE AVE	2
64	1A-2	23E	0323	1621 SUNNYDALE AVE	3
65	1A-2	23E	0323	1623 SUNNYDALE AVE	2

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
66	1A-2	23E	0323	1625 SUNNYDALE AVE	2
67	1A-2	23E	0323	1627 SUNNYDALE AVE	3
68	1A-2	23E	0323	1629 SUNNYDALE AVE	2
69	1A-2	23E	0323	1631 SUNNYDALE AVE	2
70					
71	1A-2	26E	0326	1535 SUNNYDALE AVE	2
72	1A-2	26E	0326	1537 SUNNYDALE AVE	3
73	1A-2	26E	0326	1539 SUNNYDALE AVE	3
74	1A-2	26E	0326	1541 SUNNYDALE AVE	2
75	1A-2	26E	0326	1543 SUNNYDALE AVE	2
76	1A-2	26E	0326	1545 SUNNYDALE AVE	3
77	1A-2	26E	0326	1547 SUNNYDALE AVE	3
78	1A-2	26E	0326	1549 SUNNYDALE AVE	2
79					
80					
81	1A-2	29E	0329	2 BLYTHDALE AVE	2
82	1A-2	29E	0329	4 BLYTHDALE AVE	3
83	1A-2	29E	0329	6 BLYTHDALE AVE	2
84	1A-2	29E	0329	8 BLYTHDALE AVE	2
85	1A-2	29E	0329	10 BLYTHDALE AVE	2
86	1A-2	29E	0329	12 BLYTHDALE AVE	3
87	1A-2	29E	0329	14 BLYTHDALE AVE	2
88	1A-2	29E	0329	16 BLYTHDALE AVE	2
89					
90	1A-2	28F	0328	220 HAHN ST	2
91	1A-2	28F	0328	222 HAHN ST	2
92	1A-2	28F	0328	224 HAHN ST	3
93	1A-2	28F	0328	226 HAHN ST	2
94	1A-2	28F	0328	228 HAHN ST	2
95	1A-2	28F	0328	230 HAHN ST	2
96	1A-2	28F	0328	232 HAHN ST	2
97	1A-2	28F	0328	234 HAHN ST	2
98	1A-2	28F	0328	236 HAHN ST	2
99	1A-2	28F	0328	238 HAHN ST	3
100	1A-2	28F	0328	240 HAHN ST	2
101	1A-2	28F	0328	242 HAHN ST	2
102					
103	1A-2	30E	0330	18 BLYTHDALE AVE	2
104	1A-2	30E	0330	20 BLYTHDALE AVE	3
105	1A-2	30E	0330	22 BLYTHDALE AVE	2
106	1A-2	30E	0330	24 BLYTHDALE AVE	2
107	1A-2	30E	0330	26 BLYTHDALE AVE	2
108	1A-2	30E	0330	28 BLYTHDALE AVE	3
109	1A-2	30E	0330	30 BLYTHDALE AVE	2
110	1A-2	30E	0330	32 BLYTHDALE AVE	2
111					
112	1A-2	31D	0331	34 BLYTHDALE AVE	2
113	1A-2	31D	0331	36 BLYTHDALE AVE	3
114	1A-2	31D	0331	38 BLYTHDALE AVE	2
115	1A-2	31D	0331	40 BLYTHDALE AVE	2
116					
117	1A-2	33D	0333	58 BLYTHDALE AVE	2
118	1A-2	33D	0333	60 BLYTHDALE AVE	3
119	1A-2	33D	0333	62 BLYTHDALE AVE	2
120	1A-2	33D	0333	64 BLYTHDALE AVE	2
121					
122	1A-2	34E	0334	66 BLYTHDALE AVE	2
123	1A-2	34E	0334	68 BLYTHDALE AVE	3
124	1A-2	34E	0334	70 BLYTHDALE AVE	2
125	1A-2	34E	0334	72 BLYTHDALE AVE	2
126	1A-2	34E	0334	74 BLYTHDALE AVE	2
127	1A-2	34E	0334	76 BLYTHDALE AVE	3
128	1A-2	34E	0334	78 BLYTHDALE AVE	2
129	1A-2	34E	0334	80 BLYTHDALE AVE	2

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
130					
131	1A-3	27E	0327	1519 SUNNYDALE AVE	2
132	1A-3	27E	0327	1521 SUNNYDALE AVE	3
133	1A-3	27E	0327	1523 SUNNYDALE AVE	2
134	1A-3	27E	0327	1525 SUNNYDALE AVE	2
135	1A-3	27E	0327	1527 SUNNYDALE AVE	3
136	1A-3	27E	0327	1529 SUNNYDALE AVE	
137	1A-3	27E	0327	1531 SUNNYDALE AVE	2
138	1A-3	27E	0327	1533 SUNNYDALE AVE	2
139					
140	1A-3	12E	0312	1600 SUNNYDALE AVE	2
141	1A-3	12E	0312	1602 SUNNYDALE AVE	2
142	1A-3	12E	0312	1604 SUNNYDALE AVE	3
143	1A-3	12E	0312	1606 SUNNYDALE AVE	2
144	1A-3	12E	0312	1608 SUNNYDALE AVE	2
145	1A-3	12E	0312	1610 SUNNYDALE AVE	2
146	1A-3	12E	0312	1612 SUNNYDALE AVE	3
147	1A-3	12E	0312	1614 SUNNYDALE AVE	2
148					
149	1A-3	13E	0313	1616 SUNNYDALE AVE	2
150	1A-3	13E	0313	1618 SUNNYDALE AVE	2
151	1A-3	13E	0313	1620 SUNNYDALE AVE	3
152	1A-3	13E	0313	1622 SUNNYDALE AVE	2
153	1A-3	13E	0313	1624 SUNNYDALE AVE	2
154	1A-3	13E	0313	1626 SUNNYDALE AVE	2
155	1A-3	13E	0313	1628 SUNNYDALE AVE	3
156	1A-3	13E	0313	1630 SUNNYDALE AVE	2
157					
158					
159	1A-3	14E	0314	1540 SUNNYDALE AVE	2
160	1A-3	14E	0314	1542 SUNNYDALE AVE	3
161	1A-3	14E	0314	1544 SUNNYDALE AVE	2
162	1A-3	14E	0314	1546 SUNNYDALE AVE	2
163	1A-3	14E	0314	1548 SUNNYDALE AVE	2
164	1A-3	14E	0314	1550 SUNNYDALE AVE	3
165	1A-3	14E	0314	1552 SUNNYDALE AVE	2
166	1A-3	14E	0314	1554 SUNNYDALE AVE	2
167					
168	1A-3	15D	0315	1530 SUNNYDALE AVE	2
169	1A-3	15D	0315	1532 SUNNYDALE AVE	2
170	1A-3	15D	0315	1534 SUNNYDALE AVE	3
171	1A-3	15D	0315	1536 SUNNYDALE AVE	2
172					
173	1A-3	16D	0316	1520 SUNNYDALE AVE	2
174	1A-3	16D	0316	1522 SUNNYDALE AVE	3
175	1A-3	16D	0316	1524 SUNNYDALE AVE	2
176	1A-3	16D	0316	1526 SUNNYDALE AVE	2
177					
178	1A-3	17D	0317	170 HAHN ST	2
179	1A-3	17D	0317	172 HAHN ST	3
180	1A-3	17D	0317	174 HAHN ST	2
181	1A-3	17D	0317	176 HAHN ST	2
182					
183	1A-3	18E	0318	1500 SUNNYDALE AVE	2
184	1A-3	18E	0318	1502 SUNNYDALE AVE	3
185	1A-3	18E	0318	1504 SUNNYDALE AVE	2
186	1A-3	18E	0318	1506 SUNNYDALE AVE	2
187	1A-3	18E	0318	1508 SUNNYDALE AVE	2
188	1A-3	18E	0318	1510 SUNNYDALE AVE	3
189	1A-3	18E	0318	1512 SUNNYDALE AVE	2
190	1A-3	18E	0318	1514 SUNNYDALE AVE	2
191					
192	1A-3	19E	0319	1502 SUNNYDALE AVE	2
193	1A-3	19E	0319	1503 SUNNYDALE AVE	2

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
194	1A-3	19E	0319	1505 SUNNYDALE AVE	3
195	1A-3	19E	0319	1507 SUNNYDALE AVE	2
196	1A-3	19E	0319	1509 SUNNYDALE AVE	2
197	1A-3	19E	0319	1511 SUNNYDALE AVE	2
198	1A-3	19E	0319	1513 SUNNYDALE AVE	3
199	1A-3	19E	0319	1515 SUNNYDALE AVE	2
200					
201	1A-3	20E	0320	1569 SUNNYDALE AVE	2
202	1A-3	20E	0320	1571 SUNNYDALE AVE	2
203	1A-3	20E	0320	1573 SUNNYDALE AVE	3
204	1A-3	20E	0320	1575 SUNNYDALE AVE	2
205	1A-3	20E	0320	1577 SUNNYDALE AVE	2
206	1A-3	20E	0320	1579 SUNNYDALE AVE	2
207	1A-3	20E	0320	1581 SUNNYDALE AVE	3
208	1A-3	20E	0320	1583 SUNNYDALE AVE	2
209					
210	1A-3	24E	0324	1601 SUNNYDALE AVE	2
211	1A-3	24E	0324	1603 SUNNYDALE AVE	2
212	1A-3	24E	0324	1605 SUNNYDALE AVE	3
213	1A-3	24E	0324	1607 SUNNYDALE AVE	2
214	1A-3	24E	0324	1609 SUNNYDALE AVE	2
215	1A-3	24E	0324	1611 SUNNYDALE AVE	2
216	1A-3	24E	0324	1613 SUNNYDALE AVE	3
217	1A-3	24E	0324	1615 SUNNYDALE AVE	2
218					
219	1A-3	25E	0325	1551 SUNNYDALE AVE	2
220	1A-3	25E	0325	1553 SUNNYDALE AVE	2
221	1A-3	25E	0325	1555 SUNNYDALE AVE	3
222	1A-3	25E	0325	1557 SUNNYDALE AVE	2
223	1A-3	25E	0325	1559 SUNNYDALE AVE	2
224	1A-3	25E	0325	1561 SUNNYDALE AVE	2
225	1A-3	25E	0325	1563 SUNNYDALE AVE	3
226	1A-3	25E	0325	1565 SUNNYDALE AVE	2
227					
228	1B	21D	0321	1651 SUNNYDALE AVE	2
229	1B	21D	0321	1653 SUNNYDALE AVE	2
230	1B	21D	0321	1655 SUNNYDALE AVE	3
231	1B	21D	0321	1657 SUNNYDALE AVE	2
232					
233	1B	22E	0322	1633 SUNNYDALE AVE	2
234	1B	22E	0322	1635 SUNNYDALE AVE	2
235	1B	22E	0322	1637 SUNNYDALE AVE	3
236	1B	22E	0322	1639 SUNNYDALE AVE	2
237	1B	22E	0322	1641 SUNNYDALE AVE	2
238	1B	22E	0322	1643 SUNNYDALE AVE	2
239	1B	22E	0322	1645 SUNNYDALE AVE	3
240	1B	22E	0322	1647 SUNNYDALE AVE	2
241					
242	1B	35F	0335	82 BLYTHDALE AVE	2
243	1B	35F	0335	84 BLYTHDALE AVE	3
244	1B	35F	0335	86 BLYTHDALE AVE	2
245	1B	35F	0335	88 BLYTHDALE AVE	2
246	1B	35F	0335	90 BLYTHDALE AVE	2
247	1B	35F	0335	92 BLYTHDALE AVE	2
248	1B	35F	0335	94 BLYTHDALE AVE	2
249	1B	35F	0335	94-A BLYTHDALE AVE	2
250	1B	35F	0335	96 BLYTHDALE AVE	3
251	1B	35F	0335	96- BLYTHDALE AVE	2
252	1B	35F	0335	98 BLYTHDALE AVE	2
253	1B	35F	0335	98-A BLYTHDALE AVE	2
254					
255	1B	36E	0336	51 SANTOS ST	2
256	1B	36E	0336	53 SANTOS ST	2

	A	B	C	D	H
2	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
257	1B	36E	0336	55 SANTOS ST	3
258	1B	36E	0336	57 SANTOS ST	2
259	1B	36E	0336	59 SANTOS ST	2
260	1B	36E	0336	61 SANTOS ST	2
261	1B	36E	0336	63 SANTOS ST	3
262	1B	36E	0336	65 SANTOS ST	2
263					
264	1B	37F	0337	21 SANTOS ST	2
265	1B	37F	0337	23 SANTOS ST	2
266	1B	37F	0337	25 SANTOS ST	3
267	1B	37F	0337	27 SANTOS ST	2
268	1B	37F	0337	29 SANTOS ST	2
269	1B	37F	0337	31 SANTOS ST	2
270	1B	37F	0337	33 SANTOS ST	2
271	1B	37F	0337	35 SANTOS ST	2
272	1B	37F	0337	37 SANTOS ST	2
273	1B	37F	0337	39 SANTOS ST	2
274	1B	37F	0337	41 SANTOS ST	2
275	1B	37F	0337	43 SANTOS ST	2
276					
277	1B	38E	0338	11 SANTOS ST	2
278	1B	38E	0338	13 SANTOS ST	3
279	1B	38E	0338	15 SANTOS ST	2
280	1B	38E	0338	1 SANTOS ST	2
281	1B	38E	0338	3 SANTOS ST	2
282	1B	38E	0338	5 SANTOS ST	3
283	1B	38E	0338	7 SANTOS ST	2
284	1B	38E	0338	9 SANTOS ST	2
285					
286	1B	66E	0366	50 SANTOS ST	2
287	1B	66E	0366	52 SANTOS ST	3
288	1B	66E	0366	54 SANTOS ST	2
289	1B	66E	0366	56 SANTOS ST	2
290	1B	66E	0366	58 SANTOS ST	2
291	1B	66E	0366	60 SANTOS ST	3
292	1B	66E	0366	62 SANTOS ST	2
293	1B	66E	0366	64 SANTOS ST	2
294					
295	1B	67E	0367	120 BLYTHDALE AVE	2
296	1B	67E	0367	122 BLYTHDALE AVE	3
297	1B	67E	0367	124 BLYTHDALE AVE	2
298	1B	67E	0367	126 BLYTHDALE AVE	2
299	1B	67E	0367	128 BLYTHDALE AVE	2
300	1B	67E	0367	130 BLYTHDALE AVE	3
301	1B	67E	0367	132 BLYTHDALE AVE	2
302	1B	67E	0367	134 BLYTHDALE AVE	2
303					
304	1B	82F	0382	121 BLYTHDALE AVE	2
305	1B	82F	0382	123 BLYTHDALE AVE	2
306	1B	82F	0382	125 BLYTHDALE AVE	2
307	1B	82F	0382	127 BLYTHDALE AVE	2
308	1B	82F	0382	129 BLYTHDALE AVE	2
309	1B	82F	0382	131 BLYTHDALE AVE	2
310	1B	82F	0382	133 BLYTHDALE AVE	3
311	1B	82F	0382	135 BLYTHDALE AVE	2
312	1B	82F	0382	137 BLYTHDALE AVE	2
313	1B	82F	0382	139 BLYTHDALE AVE	2
314	1B	82F	0382	141 BLYTHDALE AVE	3
315	1B	82F	0382	143 BLYTHDALE AVE	2
316					
317	1B	83B	0383	101 BLYTHDALE AVE	1
318	1B	83B	0383	103 BLYTHDALE AVE	1
319	1B	83B	0383	105 BLYTHDALE AVE	1
320	1B	83B	0383	107 BLYTHDALE AVE	1

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
321	1B	83B	0383	109 BLYTHDALE AVE	1
322	1B	83B	0383	111 BLYTHDALE AVE	1
323	1B	83B	0383	113 BLYTHDALE AVE	1
324	1B	83B	0383	115 BLYTHDALE AVE	1
325	1B	83B	0383	100 SANTOS ST	1
326	1B	83B	0383	110 SANTOS ST	1
327	1B	83B	0383	112 SANTOS ST	1
328					
329	1B	84A-1	0384	115 SANTOS ST	3
330	1B	84A-1	0384	117 SANTOS ST	1
331	1B	84A-1	0384	119 SANTOS ST	1
332	1B	84A-1	0384	121 SANTOS ST	1
333	1B	84A-1	0384	123 SANTOS ST	1
334	1B	84A-1	0384	125 SANTOS ST	1
335	1B	84A-1	0384	129 SANTOS ST	1
336					
337	1C	11F	0311	1700 SUNNYDALE AVE	2
338	1C	11F	0311	1702 SUNNYDALE AVE	2
339	1C	11F	0311	1704 SUNNYDALE AVE	3
340	1C	11F	0311	1706 SUNNYDALE AVE	2
341	1C	11F	0311	1708 SUNNYDALE AVE	2
342	1C	11F	0311	1710 SUNNYDALE AVE	2
343	1C	11F	0311	1712 SUNNYDALE AVE	2
344	1C	11F	0311	1714 SUNNYDALE AVE	2
345	1C	11F	0311	1716 SUNNYDALE AVE	2
346	1C	11F	0311	1718 SUNNYDALE AVE	2
347	1C	11F	0311	1720 SUNNYDALE AVE	3
348	1C	11F	0311	1722 SUNNYDALE AVE	2
349					
350	1C	10F	0310	1724 SUNNYDALE AVE	2
351	1C	10F	0310	1726 SUNNYDALE AVE	3
352	1C	10F	0310	1728 SUNNYDALE AVE	2
353	1C	10F	0310	1730 SUNNYDALE AVE	2
354	1C	10F	0310	1732 SUNNYDALE AVE	2
355	1C	10F	0310	1734 SUNNYDALE AVE	2
356	1C	10F	0310	1736 SUNNYDALE AVE	2
357	1C	10F	0310	1738 SUNNYDALE AVE	2
358	1C	10F	0310	1740 SUNNYDALE AVE	2
359	1C	10F	0310	1742 SUNNYDALE AVE	3
360	1C	10F	0310	1744 SUNNYDALE AVE	2
361	1C	10F	0310	1746 SUNNYDALE AVE	2
362					
363	1C	9F	0309	1748 SUNNYDALE AVE	2
364	1C	9F	0309	1750 SUNNYDALE AVE	2
365	1C	9F	0309	1752 SUNNYDALE AVE	3
366	1C	9F	0309	1754 SUNNYDALE AVE	2
367	1C	9F	0309	1756 SUNNYDALE AVE	2
368	1C	9F	0309	1758 SUNNYDALE AVE	2
369	1C	9F	0309	1760 SUNNYDALE AVE	2
370	1C	9F	0309	1762 SUNNYDALE AVE	2
371	1C	9F	0309	1764 SUNNYDALE AVE	2
372	1C	9F	0309	1766 SUNNYDALE AVE	2
373	1C	9F	0309	1768 SUNNYDALE AVE	3
374	1C	9F	0309	1770 SUNNYDALE AVE	2
375					
376	2A	7F	0307	1800 SUNNYDALE AVE	2
377	2A	7F	0307	1802 SUNNYDALE AVE	2
378	2A	7F	0307	1804 SUNNYDALE AVE	3
379	2A	7F	0307	1806 SUNNYDALE AVE	2
380	2A	7F	0307	1808 SUNNYDALE AVE	2
381	2A	7F	0307	1810 SUNNYDALE AVE	2
382	2A	7F	0307	1812 SUNNYDALE AVE	2
383	2A	7F	0307	1814 SUNNYDALE AVE	2
384	2A	7F	0307	1816 SUNNYDALE AVE	2

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
385	2A	7F	0307	1818 SUNNYDALE AVE	2
386	2A	7F	0307	1820 SUNNYDALE AVE	3
387	2A	7F	0307	1822 SUNNYDALE AVE	2
388					
389	2A	8F	0308	1772 SUNNYDALE AVE	2
390	2A	8F	0308	1774 SUNNYDALE AVE	3
391	2A	8F	0308	1776 SUNNYDALE AVE	2
392	2A	8F	0308	1778 SUNNYDALE AVE	2
393	2A	8F	0308	1780 SUNNYDALE AVE	2
394	2A	8F	0308	1782 SUNNYDALE AVE	2
395	2A	8F	0308	1784 SUNNYDALE AVE	2
396	2A	8F	0308	1786 SUNNYDALE AVE	2
397	2A	8F	0308	1788 SUNNYDALE AVE	2
398	2A	8F	0308	1790 SUNNYDALE AVE	3
399	2A	8F	0308	1792 SUNNYDALE AVE	2
400	2A	8F	0308	1794 SUNNYDALE AVE	2
401					
402	2A	68 E	0368	140 BLYTHDALE AVE	2
403	2A	68 E	0368	142 BLYTHDALE AVE	2
404	2A	68 E	0368	144 BLYTHDALE AVE	3
405	2A	68 E	0368	146 BLYTHDALE AVE	2
406	2A	68 E	0368	148 BLYTHDALE AVE	2
407	2A	68 E	0368	150 BLYTHDALE AVE	2
408	2A	68 E	0368	152 BLYTHDALE AVE	3
409	2A	68 E	0368	154 BLYTHDALE AVE	2
410					
411	2A	40E	0340	1701 SUNNYDALE AVE	2
412	2A	40E	0340	1703 SUNNYDALE AVE	2
413	2A	40E	0340	1705 SUNNYDALE AVE	3
414	2A	40E	0340	1707 SUNNYDALE AVE	2
415	2A	40E	0340	1709 SUNNYDALE AVE	2
416	2A	40E	0340	1711 SUNNYDALE AVE	2
417	2A	40E	0340	1713 SUNNYDALE AVE	3
418	2A	40E	0340	1715 SUNNYDALE AVE	2
419					
420	2A	41E	0341	1725 SUNNYDALE AVE	2
421	2A	41E	0341	1727 SUNNYDALE AVE	2
422	2A	41E	0341	1729 SUNNYDALE AVE	3
423	2A	41E	0341	1731 SUNNYDALE AVE	2
424	2A	41E	0341	1733 SUNNYDALE AVE	2
425	2A	41E	0341	1735 SUNNYDALE AVE	2
426	2A	41E	0341	1737 SUNNYDALE AVE	3
427	2A	41E	0341	1739 SUNNYDALE AVE	2
428					
429	2A	42E	0342	1751 SUNNYDALE AVE	2
430	2A	42E	0342	1753 SUNNYDALE AVE	2
431	2A	42E	0342	1755 SUNNYDALE AVE	3
432	2A	42E	0342	1757 SUNNYDALE AVE	2
433	2A	42E	0342	1759 SUNNYDALE AVE	2
434	2A	42E	0342	1761 SUNNYDALE AVE	3
435	2A	42E	0342	1763 SUNNYDALE AVE	2
436	2A	42E	0342	1765 SUNNYDALE AVE	2
437					
438	2A	64F	0364	1 BROOKDALE AVE	2
439	2A	64F	0364	3 BROOKDALE AVE	2
440	2A	64F	0364	5 BROOKDALE AVE	3
441	2A	64F	0364	7 BROOKDALE AVE	2
442	2A	64F	0364	9 BROOKDALE AVE	2
443	2A	64F	0364	11 BROOKDALE AVE	2
444	2A	64F	0364	13 BROOKDALE AVE	2
445	2A	64F	0364	15 BROOKDALE AVE	2
446	2A	64F	0364	17 BROOKDALE AVE	2
447	2A	64F	0364	19 BROOKDALE AVE	2

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
448	2A	64F	0364	21 BROOKDALE AVE	3
449	2A	64F	0364	23 BROOKDALE AVE	2
450					
451	2A	65F	0365	20 SANTOS ST	2
452	2A	65F	0365	22 SANTOS ST	3
453	2A	65F	0365	24 SANTOS ST	2
454	2A	65F	0365	26 SANTOS ST	2
455	2A	65F	0365	28 SANTOS ST	2
456	2A	65F	0365	30 SANTOS ST	2
457	2A	65F	0365	32 SANTOS ST	2
458	2A	65F	0365	34 SANTOS ST	2
459	2A	65F	0365	36 SANTOS ST	2
460	2A	65F	0365	38 SANTOS ST	3
461	2A	65F	0365	40 SANTOS ST	2
462	2A	65F	0365	42 SANTOS ST	2
463					
464	2A	62F	0362	49 BROOKDALE AVE	2
465	2A	62F	0362	51 BROOKDALE AVE	2
466	2A	62F	0362	53 BROOKDALE AVE	3
467	2A	62F	0362	55 BROOKDALE AVE	2
468	2A	62F	0362	57 BROOKDALE AVE	2
469	2A	62F	0362	59 BROOKDALE AVE	2
470	2A	62F	0362	61 BROOKDALE AVE	2
471	2A	62F	0362	63 BROOKDALE AVE	2
472	2A	62F	0362	65 BROOKDALE AVE	2
473	2A	62F	0362	67 BROOKDALE AVE	2
474	2A	62F	0362	69 BROOKDALE AVE	3
475	2A	62F	0362	71 BROOKDALE AVE	2
476					
477	2A	63F	0363	25 BROOKDALE AVE	2
478	2A	63F	0363	27 BROOKDALE AVE	3
479	2A	63F	0363	29 BROOKDALE AVE	2
480	2A	63F	0363	31 BROOKDALE AVE	2
481	2A	63F	0363	33 BROOKDALE AVE	2
482	2A	63F	0363	35 BROOKDALE AVE	2
483	2A	63F	0363	37 BROOKDALE AVE	2
484	2A	63F	0363	39 BROOKDALE AVE	2
485	2A	63F	0363	41 BROOKDALE AVE	2
486	2A	63F	0363	43 BROOKDALE AVE	3
487	2A	63F	0363	45 BROOKDALE AVE	2
488	2A	63F	0363	47 BROOKDALE AVE	2
489					
490	2A	51E	0351	50 BROOKDALE AVE	2
491	2A	51E	0351	52 BROOKDALE AVE	3
492	2A	51E	0351	54 BROOKDALE AVE	2
493	2A	51E	0351	56 BROOKDALE AVE	2
494	2A	51E	0351	58 BROOKDALE AVE	2
495	2A	51E	0351	60 BROOKDALE AVE	3
496	2A	51E	0351	62 BROOKDALE AVE	2
497	2A	51E	0351	64 BROOKDALE AVE	2
498					
499	2A	39E	0339	2 SANTOS ST	2
500	2A	39E	0339	4 SANTOS ST	3
501	2A	39E	0339	6 SANTOS ST	2
502	2A	39E	0339	8 SANTOS ST	2
503	2A	39E	0339	10 SANTOS	2
504	2A	39E	0339	12 SANTOS ST	3
505	2A	39E	0339	14 SANTOS ST	2
506	2A	39E	0339	16 SANTOS ST	2
507					
508	2A	49E	0349	2 BROOKDALE AVE	2
509	2A	49E	0349	4 BROOKDALE AVE	3
510	2A	49E	0349	6 BROOKDALE AVE	2
511	2A	49E	0349	8 BROOKDALE AVE	2

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
512	2A	49E	0349	10 BROOKDALE AVE	2
513	2A	49E	0349	12 BROOKDALE AVE	2
514	2A	49E	0349	14 BROOKDALE AVE	3
515	2A	49E	0349	16 BROOKDALE AVE	2
516					
517	2A	50E	0350	30 BROOKDALE AVE	2
518	2A	50E	0350	32 BROOKDALE AVE	3
519	2A	50E	0350	34 BROOKDALE AVE	2
520	2A	50E	0350	36 BROOKDALE AVE	2
521	2A	50E	0350	38 BROOKDALE AVE	2
522	2A	50E	0350	40 BROOKDALE AVE	3
523	2A	50E	0350	42 BROOKDALE AVE	2
524	2A	50E	0350	44 BROOKDALE AVE	2
525					
526	2B	52E	0352	70 BROOKDALE AVE	2
527	2B	52E	0352	72 BROOKDALE AVE	3
528	2B	52E	0352	74 BROOKDALE AVE	2
529	2B	52E	0352	76 BROOKDALE AVE	2
530	2B	52E	0352	78 BROOKDALE AVE	2
531	2B	52E	0352	80 BROOKDALE AVE	2
532	2B	52E	0352	82 BROOKDALE AVE	3
533	2B	52E	0352	84 BROOKDALE AVE	2
534					
535	2B	61F	0361	73 BROOKDALE AVE	2
536	2B	61F	0361	75 BROOKDALE AVE	3
537	2B	61F	0361	77 BROOKDALE AVE	2
538	2B	61F	0361	79 BROOKDALE AVE	2
539	2B	61F	0361	81 BROOKDALE AVE	2
540	2B	61F	0361	83 BROOKDALE AVE	2
541	2B	61F	0361	85 BROOKDALE AVE	2
542	2B	61F	0361	87 BROOKDALE AVE	2
543	2B	61F	0361	89 BROOKDALE AVE	2
544	2B	61F	0361	91 BROOKDALE AVE	3
545	2B	61F	0361	93 BROOKDALE AVE	2
546	2B	61F	0361	95 BROOKDALE AVE	2
547					
548	2B	4F	0304	1872 SUNNYDALE AVE	2
549	2B	4F	0304	1874 SUNNYDALE AVE	3
550	2B	4F	0304	1876 SUNNYDALE AVE	2
551	2B	4F	0304	1878 SUNNYDALE AVE	2
552	2B	4F	0304	1880 SUNNYDALE AVE	2
553	2B	4F	0304	1882 SUNNYDALE AVE	2
554	2B	4F	0304	1884 SUNNYDALE AVE	2
555	2B	4F	0304	1886 SUNNYDALE AVE	2
556	2B	4F	0304	1888 SUNNYDALE AVE	2
557	2B	4F	0304	1890 SUNNYDALE AVE	3
558	2B	4F	0304	1892 SUNNYDALE AVE	2
559	2B	4F	0304	1894 SUNNYDALE AVE	2
560					
561	2B	5F	0305	1848 SUNNYDALE AVE	2
562	2B	5F	0305	1850 SUNNYDALE AVE	3
563	2B	5F	0305	1852 SUNNYDALE AVE	2
564	2B	5F	0305	1854 SUNNYDALE AVE	2
565	2B	5F	0305	1856 SUNNYDALE AVE	2
566	2B	5F	0305	1858 SUNNYDALE AVE	2
567	2B	5F	0305	1860 SUNNYDALE AVE	2
568	2B	5F	0305	1862 SUNNYDALE AVE	2
569	2B	5F	0305	1864 SUNNYDALE AVE	2
570	2B	5F	0305	1866 SUNNYDALE AVE	2
571	2B	5F	0305	1868 SUNNYDALE AVE	3
572	2B	5F	0305	1870 SUNNYDALE AVE	2
573					
574	2B	6F	0306	1824 SUNNYDALE AVE	2
575	2B	6F	0306	1826 SUNNYDALE AVE	3

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
576	2B	6F	0306	1828 SUNNYDALE AVE	2
577	2B	6F	0306	1830 SUNNYDALE AVE	2
578	2B	6F	0306	1832 SUNNYDALE AVE	2
579	2B	6F	0306	1834 SUNNYDALE AVE	2
580	2B	6F	0306	1836 SUNNYDALE AVE	2
581	2B	6F	0306	1838 SUNNYDALE AVE	2
582	2B	6F	0306	1840 SUNNYDALE AVE	2
583	2B	6F	0306	1842 SUNNYDALE AVE	3
584	2B	6F	0306	1844 SUNNYDALE AVE	2
585	2B	6F	0306	1846 SUNNYDALE AVE	2
586					
587	2B	53A	0353	100 BROOKDALE AVE	1
588	2B	53A	0353	102 BROOKDALE AVE	1
589	2B	53A	0353	104 BROOKDALE AVE	1
590	2B	53A	0353	106 BROOKDALE AVE	1
591	2B	53A	0353	108 BROOKDALE AVE	1
592	2B	53A	0353	110 BROOKDALE AVE	1
593	2B	53A	0353	112 BROOKDALE AVE	1
594	2B	53A	0353	114 BROOKDALE AVE	1
595					
596	2B	43E	0343	1801 SUNNYDALE AVE	2
597	2B	43E	0343	1803 SUNNYDALE AVE	2
598	2B	43E	0343	1805 SUNNYDALE AVE	3
599	2B	43E	0343	1807 SUNNYDALE AVE	2
600	2B	43E	0343	1809 SUNNYDALE AVE	2
601	2B	43E	0343	1811 SUNNYDALE AVE	2
602	2B	43E	0343	1813 SUNNYDALE AVE	3
603	2B	43E	0343	1815 SUNNYDALE AVE	2
604					
605	2B	44E	0344	1825 SUNNYDALE AVE	2
606	2B	44E	0344	1827 SUNNYDALE AVE	3
607	2B	44E	0344	1829 SUNNYDALE AVE	2
608	2B	44E	0344	1831 SUNNYDALE AVE	2
609	2B	44E	0344	1833 SUNNYDALE AVE	2
610	2B	44E	0344	1835 SUNNYDALE AVE	3
611	2B	44E	0344	1837 SUNNYDALE AVE	2
612	2B	44E	0344	1839 SUNNYDALE AVE	2
613					
614	2B	45F	0345	1851 SUNNYDALE AVE	2
615	2B	45F	0345	1853 SUNNYDALE AVE	2
616	2B	45F	0345	1855 SUNNYDALE AVE	3
617	2B	45F	0345	1857 SUNNYDALE AVE	2
618	2B	45F	0345	1859 SUNNYDALE AVE	2
619	2B	45F	0345	1861 SUNNYDALE AVE	2
620	2B	45F	0345	1863 SUNNYDALE AVE	2
621	2B	45F	0345	1865 SUNNYDALE AVE	2
622	2B	45F	0345	1867 SUNNYDALE AVE	2
623	2B	45F	0345	1869 SUNNYDALE AVE	2
624	2B	45F	0345	1871 SUNNYDALE AVE	3
625	2B	45F	0345	1873 SUNNYDALE AVE	2
626					
627	2C	60F	0360	101 BROOKDALE AVE	2
628	2C	60F	0360	103 BROOKDALE AVE	2
629	2C	60F	0360	105 BROOKDALE AVE	3
630	2C	60F	0360	107 BROOKDALE AVE	2
631	2C	60F	0360	109 BROOKDALE AVE	2
632	2C	60F	0360	111 BROOKDALE AVE	2
633	2C	60F	0360	113 BROOKDALE AVE	2
634	2C	60F	0360	115 BROOKDALE AVE	2
635	2C	60F	0360	117 BROOKDALE AVE	2
636	2C	60F	0360	119 BROOKDALE AVE	2
637	2C	60F	0360	121 BROOKDALE AVE	3
638	2C	60F	0360	123 BROOKDALE AVE	2
639					

	A	B	C	D	H
2	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
640	2C	1E	0301	1950 SUNNYDALE AVE	2
641	2C	1E	0301	1952 SUNNYDALE AVE	2
642	2C	1E	0301	1954 SUNNYDALE AVE	3
643	2C	1E	0301	1956 SUNNYDALE AVE	2
644	2C	1E	0301	1958 SUNNYDALE AVE	2
645	2C	1E	0301	1960 SUNNYDALE AVE	2
646	2C	1E	0301	1962 SUNNYDALE AVE	3
647	2C	1E	0301	1964 SUNNYDALE AVE	2
648					
649	2C	2E	0302	1924 SUNNYDALE AVE	2
650	2C	2E	0302	1926 SUNNYDALE AVE	3
651	2C	2E	0302	1928 SUNNYDALE AVE	2
652	2C	2E	0302	1930 SUNNYDALE AVE	2
653	2C	2E	0302	1932 SUNNYDALE AVE	2
654	2C	2E	0302	1934 SUNNYDALE AVE	3
655	2C	2E	0302	1936 SUNNYDALE AVE	2
656	2C	2E	0302	1938 SUNNYDALE AVE	2
657					
658	2C	3F	0303	1900 SUNNYDALE AVE	2
659	2C	3F	0303	1902 SUNNYDALE AVE	2
660	2C	3F	0303	1904 SUNNYDALE AVE	3
661	2C	3F	0303	1906 SUNNYDALE AVE	2
662	2C	3F	0303	1908 SUNNYDALE AVE	2
663	2C	3F	0303	1910 SUNNYDALE AVE	2
664	2C	3F	0303	1912 SUNNYDALE AVE	2
665	2C	3F	0303	1914 SUNNYDALE AVE	2
666	2C	3F	0303	1916 SUNNYDALE AVE	3
667	2C	3F	0303	1918 SUNNYDALE AVE	2
668	2C	3F	0303	1920 SUNNYDALE AVE	2
669	2C	3F	0303	1922 SUNNYDALE AVE	2
670					
671	2C	54B-2	0354	122 BROOKDALE AVE	1
672	2C	54B-2	0354	124 BROOKDALE AVE	1
673	2C	54B-2	0354	126 BROOKDALE AVE	3
674	2C	54B-2	0354	128 BROOKDALE AVE	1
675	2C	54B-2	0354	130 BROOKDALE AVE	1
676	2C	54B-2	0354	132 BROOKDALE AVE	1
677	2C	54B-2	0354	134 BROOKDALE AVE	1
678	2C	54B-2	0354	136 BROOKDALE AVE	1
679	2C	54B-2	0354	138 BROOKDALE AVE	1
680	2C	54B-2	0354	140 BROOKDALE AVE	1
681					
682	2C	46F	0346	1901 SUNNYDALE AVE	2
683	2C	46F	0346	1903 SUNNYDALE AVE	3
684	2C	46F	0346	1905 SUNNYDALE AVE	2
685	2C	46F	0346	1907 SUNNYDALE AVE	2
686	2C	46F	0346	1909 SUNNYDALE AVE	2
687	2C	46F	0346	1911 SUNNYDALE AVE	2
688	2C	46F	0346	1913 SUNNYDALE AVE	2
689	2C	46F	0346	1915 SUNNYDALE AVE	2
690	2C	46F	0346	1917 SUNNYDALE AVE	2
691	2C	46F	0346	1919 SUNNYDALE AVE	3
692	2C	46F	0346	1921 SUNNYDALE AVE	2
693	2C	46F	0346	1923 SUNNYDALE AVE	2
694					
695	2C	47F	0347	1925 SUNNYDALE AVE	2
696	2C	47F	0347	1927 SUNNYDALE AVE	2
697	2C	47F	0347	1929 SUNNYDALE AVE	3
698	2C	47F	0347	1931 SUNNYDALE AVE	2
699	2C	47F	0347	1933 SUNNYDALE AVE	2
700	2C	47F	0347	1935 SUNNYDALE AVE	2
701	2C	47F	0347	1937 SUNNYDALE AVE	2
702	2C	47F	0347	1939 SUNNYDALE AVE	2
703	2C	47F	0347	1941 SUNNYDALE AVE	2

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
704	2C	47F	0347	1943 SUNNYDALE AVE	2
705	2C	47F	0347	1945 SUNNYDALE AVE	3
706	2C	47F	0347	1947 SUNNYDALE AVE	2
707					
708	2C	69E	0369	160 BLYTHDALE AVE	2
709	2C	69E	0369	160 BLYTHDALE AVE	3
710	2C	69E	0369	164 BLYTHDALE AVE	2
711	2C	69E	0369	166 BLYTHDALE AVE	2
712	2C	69E	0369	168 BLYTHDALE AVE	2
713	2C	69E	0369	170 BLYTHDALE AVE	3
714	2C	69E	0369	172 BLYTHDALE AVE	2
715	2C	69E	0369	174 BLYTHDALE AVE	2
716					
717	2C	70E	0370	200 BLYTHDALE AVE	2
718	2C	70E	0370	202 BLYTHDALE AVE	2
719	2C	70E	0370	204 BLYTHDALE AVE	3
720	2C	70E	0370	206 BLYTHDALE AVE	2
721	2C	70E	0370	208 BLYTHDALE AVE	2
722	2C	70E	0370	210 BLYTHDALE AVE	2
723	2C	70E	0370	212 BLYTHDALE AVE	3
724	2C	70E	0370	214 BLYTHDALE AVE	2
725					
726	2C	71E	0371	220 BLYTHDALE AVE	2
727	2C	71E	0371	222 BLYTHDALE AVE	2
728	2C	71E	0371	224 BLYTHDALE AVE	3
729	2C	71E	0371	226 BLYTHDALE AVE	2
730	2C	71E	0371	228 BLYTHDALE AVE	2
731	2C	71E	0371	230 BLYTHDALE AVE	2
732	2C	71E	0371	232 BLYTHDALE AVE	3
733	2C	71E	0371	234 BLYTHDALE AVE	2
734					
735	2C	72C	0372	240 BLYTHDALE AVE	4
736	2C	72C	0372	242 BLYTHDALE AVE	4
737	2C	72C	0372	244 BLYTHDALE AVE	4
738					
739	3A	77E	0377	241 BLYTHDALE AVE	2
740	3A	77E	0377	243 BLYTHDALE AVE	3
741	3A	77E	0377	245 BLYTHDALE AVE	2
742	3A	77E	0377	247 BLYTHDALE AVE	2
743	3A	77E	0377	249 BLYTHDALE AVE	2
744	3A	77E	0377	251 BLYTHDALE AVE	3
745	3A	77E	0377	253 BLYTHDALE AVE	2
746	3A	77E	0377	255 BLYTHDALE AVE	2
747					
748	3A	78E	0378	221 BLYTHDALE AVE	2
749	3A	78E	0378	223 BLYTHDALE AVE	2
750	3A	78E	0378	225 BLYTHDALE AVE	3
751	3A	78E	0378	227 BLYTHDALE AVE	2
752	3A	78E	0378	229 BLYTHDALE AVE	2
753	3A	78E	0378	231 BLYTHDALE AVE	2
754	3A	78E	0378	233 BLYTHDALE AVE	3
755	3A	78E	0378	235 BLYTHDALE AVE	2
756					
757	3A	79E	0379	201 BLYTHDALE AVE	2
758	3A	79E	0379	203 BLYTHDALE AVE	2
759	3A	79E	0379	205 BLYTHDALE AVE	3
760	3A	79E	0379	207 BLYTHDALE AVE	2
761	3A	79E	0379	209 BLYTHDALE AVE	2
762	3A	79E	0379	211 BLYTHDALE AVE	3
763	3A	79E	0379	213 BLYTHDALE AVE	2
764	3A	79E	0379	215 BLYTHDALE AVE	2
765					
766	3A	80E	0380	173 BLYTHDALE AVE	2
767	3A	80E	0380	175 BLYTHDALE AVE	2

	A	B	C	D	H
2	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
768	3A	80E	0380	177 BLYTHDALE AVE	3
769	3A	80E	0380	179 BLYTHDALE AVE	2
770	3A	80E	0380	181 BLYTHDALE AVE	2
771	3A	80E	0380	183 BLYTHDALE AVE	2
772	3A	80E	0380	185 BLYTHDALE AVE	3
773	3A	80E	0380	187 BLYTHDALE AVE	2
774					
775	3A	81F	0381	147 BLYTHDALE AVE	2
776	3A	81F	0381	149 BLYTHDALE AVE	3
777	3A	81F	0381	151 BLYTHDALE AVE	2
778	3A	81F	0381	153 BLYTHDALE AVE	2
779	3A	81F	0381	155 BLYTHDALE AVE	2
780	3A	81F	0381	157 BLYTHDALE AVE	2
781	3A	81F	0381	159 BYTHDALE AVE	2
782	3A	81F	0381	161 BLYTHDALE AVE	2
783	3A	81F	0381	163 BLYTHDALE AVE	2
784	3A	81F	0381	163 BLYTHDALE AVE	3
785	3A	81F	0381	167 BLYTHDALE AVE	2
786	3A	81F	0381	169 BLYTHDALE AVE	2
787					
788	3B	56C	0356	162 BROOKDALE AVE	4
789	3B	56C	0356	164 BROOKDALE AVE	4
790	3B	56C	0356	166 BROOKDALE AVE	4
791					
792	3B	59A-1	0359	127 BROOKDALE AVE	1
793	3B	59A-1	0359	131 BROOKDALE AVE	1
794	3B	59A-1	0359	133 BROOKDALE AVE	1
795	3B	59A-1	0359	135 BROOKDALE AVE	1
796	3B	59A-1	0359	137 BROOKDALE AVE	1
797	3B	59A-1	0359	139 BROOKDALE AVE	1
798	3B	59A-1	0359	141 BROOKDALE AVE	3
799					
800	3B	73C	0373	250 BLYTHDALE AVE	4
801	3B	73C	0373	252 BLYTHDALE AVE	4
802	3B	73C	0373	254 BLYTHDALE AVE	4
803					
804	3B	74B-1	0374	145 BROOKDALE AVE	1
805	3B	74B-1	0374	147 BROOKDALE AVE	1
806	3B	74B-1	0374	149 BROOKDALE AVE	1
807	3B	74B-1	0374	151 BROOKDALE AVE	1
808	3B	74B-1	0374	155 BROOKDALE AVE	3
809	3B	74B-1	0374	157 BROOKDALE AVE	1
810	3B	74B-1	0374	159 BLYTHDALE AVE	3
811	3B	74B-1	0374	262 BLYTHDALE AVE	1
812	3B	74B-1	0374	264 BLYTHDALE AVE	1
813					
814	3B	75A	0375	165 BROOKDALE AVE	1
815	3B	75A	0375	167 BROOKDALE AVE	1
816	3B	75A	0375	169 BROOKDALE AVE	1
817	3B	75A	0375	171 BROOKDALE AVE	1
818	3B	75A	0375	173 BROOKDALE AVE	1
819	3B	75A	0375	175 BROOKDALE AVE	1
820	3B	75A	0375	281 BLYTHDALE AVE	1
821	3B	75A	0375	283 BLYTHDALE AVE	1
822					
823	3B	76E	0376	261 BLYTHDALE AVE	2
824	3B	76E	0376	263 BLYTHDALE AVE	2
825	3B	76E	0376	265 BLYTHDALE AVE	3
826	3B	76E	0376	267 BLYTHDALE AVE	2
827	3B	76E	0376	269 BLYTHDALE AVE	2
828	3B	76E	0376	271 BLYTHDALE AVE	2
829	3B	76E	0376	273 BLYTHDALE AVE	3
830	3B	76E	0376	275 BLYTHDALE AVE	2
831					

	A	B	C	D	H
	Phase	Building # on Cal Map	Building Number on PIC	Address	# of BR in unit
2					
832	3B	57C	0357	170 BROOKDALE AVE	4
833	3B	57C	0357	172 BROOKDALE AVE	4
834	3B	57C	0357	174 BROOKDALE AVE	4
835					
836	3B	58C	0358	178 BROOKDALE AVE	4
837	3B	58C	0358	180 BROOKDALE AVE	4
838	3B	58C	0358	182 BROOKDALE AVE	4
839					
840	3C	48F	0348	1949 SUNNYDALE AVE	2
841	3C	48F	0348	1951 SUNNYDALE AVE	3
842	3C	48F	0348	1953 SUNNYDALE AVE	2
843	3C	48F	0348	1955 SUNNYDALE AVE	2
844	3C	48F	0348	1957 SUNNYDALE AVE	2
845	3C	48F	0348	1959 SUNNYDALE AVE	2
846	3C	48F	0348	1961 SUNNYDALE AVE	2
847	3C	48F	0348	1963 SUNNYDALE AVE	2
848	3C	48F	0348	1965 SUNNYDALE AVE	2
849	3C	48F	0348	1967 SUNNYDALE AVE	3
850	3C	48F	0348	1969 SUNNYDALE AVE	2
851	3C	48F	0348	1971 SUNNYDALE AVE	2
852					
853	3C	55A	0355	144 BROOKDALE AVE	1
854	3C	55A	0355	146 BROOKDALE AVE	1
855	3C	55A	0355	148 BROOKDALE AVE	1
856	3C	55A	0355	150 BROOKDALE AVE	1
857	3C	55A	0355	152 BROOKDALE AVE	1
858	3C	55A	0355	154 BROOKDALE AVE	1
859	3C	55A	0355	156 BROOKDALE AVE	1
860	3C	55A	0355	158 BROOKDALE AVE	1
861					
862					
863					

Velasco Existing Units Organized by Demolition Phase

Phase	Apt	Address
1B	A	602 VELASCO ST
1B	B	602 VELASCO ST
1B	A	606 VELASCO ST
1B	B	606 VELASCO ST
1B	A	612 VELASCO ST
1B	B	612 VELASCO ST
1B	A	616 VELASCO ST
1B	B	616 VELASCO ST
1B	A	622 VELASCO ST
1B	B	622 VELASCO ST
1B	A	626 VELASCO ST
1B	B	626 VELASCO ST
1B	A	632 VELASCO ST
1B	B	632 VELASCO ST
1B	A	636 VELASCO ST
1B	B	636 VELASCO ST
1B	A	642 VELASCO ST
1B	B	642 VELASCO ST

EXHIBIT D

RELOCATION PLAN

Sunnydale HOPE SF

FINAL MASTER RELOCATION PLAN

Approved August 25, 2016:

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

Prepared For:

**Sunnydale Development Co., LLC,
a California limited liability company**

and

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

Prepared By



Oakland, CA

November 22, 2016

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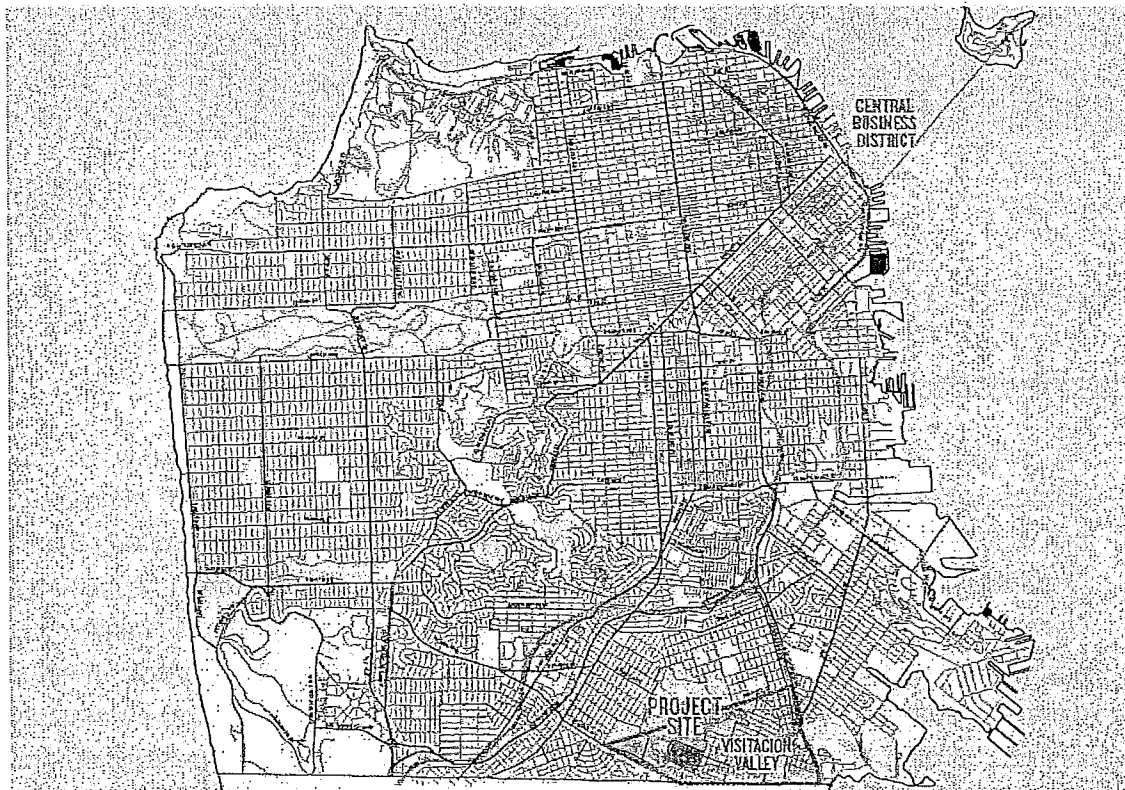
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INTRODUCTION

Sunnydale-Velasco (“Sunnydale”) is San Francisco’s largest public housing site. It consists of seven hundred seventy-five (775) low-income public housing units presently owned and managed by the Housing Authority of City and County of San Francisco, a public body, corporate and politic (“SFHA” or “Authority”). Sunnydale is located in San Francisco’s Visitacion Valley neighborhood. Sunnydale opened in 1940 to serve low-income families in the neighborhood.

Figure 1 below provides the location of the neighborhood in relation to the City of San Francisco and other neighborhoods undergoing transformation, including, without limitation, the Hunters Point neighborhood. Figure 2 provides Sunnydale’s approximate location in the neighborhood.



SUNNYDALE HOPE SF AND VISITACION VALLEY CITY CONTEXT MAP
SAN FRANCISCO, CA | 10/11/10

VAN METER
WILLIAMS
POLLOCK

Figure 1: Area Map



SUNNYDALE HOPE SF | VISITACION VALLEY NEIGHBORHOOD CONTEXT MAP
 SAN FRANCISCO, CA | 2012
 VAN METER WILLIAMS POLLACK

Figure 2: Subject Property Location Map

Overview of the Project Requiring Relocation of Persons at Sunnydale

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

Sunnydale Development Co., LLC, a California limited liability company (the "Developer"), whose members include Mercy Housing California, a California nonprofit public benefit corporation, and The Related Companies of California, LLC, a California limited liability company, was formed in 2008 to develop and carry out a revitalization plan for Sunnydale Public Housing Project and Velasco Public Housing Project (the "Project"). The specific plans for Sunnydale shall conform to HOPE SF principles, including one-for-one replacement of the existing seven hundred seventy-five (775) public housing units (collectively, the "Replacement Public Housing Units," and individually, a "Replacement Public Housing Unit").

An affiliate of the Developer and SFHA entered into an Exclusive Negotiating Rights Agreement in September 2008, which was assigned to the Developer in April 2015, and amended in October 2015, (collectively, the "ENRA"). The Project contemplated in the ENRA includes a new mixed income development consisting of:

- Approximately one thousand seven hundred (1,700) new residential units, including seven hundred seventy-five (775) Replacement Public Housing Units, as well as low income housing tax credit ("LIHTC") Units, and market rate housing units
- Approximately 16,200 square feet of commercial space
- Approximately 46,300 square feet of community space
- Approximately 11.5 acres of parks and open space including open space within new buildings
- A newly configured street grid with new utility infrastructure

The Project is comprised of eleven (11) phases of demolition and construction of Replacement Public Housing Units and other housing units as described above. During the construction of the applicable phase of the Project, the Sunnydale households shall be relocated from their current units to other on- and off-site housing units (collectively the "Relocation Housing Units," and individually, a "Relocation Housing Unit"). The estimated duration of the reconstruction of Sunnydale is from 2017-2030. In addition to the residential households, the Project will also cause six (6) non-profit community based organizations to relocate as well.

Sunnydale Households have numerous protections throughout to the Project development process. Households have rights to federal and state relocation assistance in accordance with federal and state relocation assistance laws. Households who

remain in Good Standing, meaning those households that not having been evicted, or been served with a summons and complaint), also have the right to return to a revitalized housing unit. These rights come from the City and County of San Francisco's Right to Return to Revitalized Public Housing Ordinance (Chapter 39 of the San Francisco Administrative Code) (the "Ordinance"), and the Authority's Resident Right to Return Policy for HOPE SF Revitalization Sites, adopted by Resolution 5390 on February 26, 2009 (the "Authority Resolution").

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

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

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

SFHA shall continue to own the land where all affordable units are located, including the 775 Replacement Public Housing Units. SFHA intends to execute long-term ground leases with limited partnerships in which affiliates of the Developer are general partners.

The new housing shall be owned and managed by limited partnerships which were established for such purposes.

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

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

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

Proposed Project Funding Sources

The Project anticipates pursuing 4% and 9% low-income housing tax credits, tax-exempt bonds, funds from the Federal Home Loan Bank, and other equity and debt

sources to finance the construction of the affordable housing units and other site improvements. The Project is expected to be assisted by federal, state and local funding as described below.

Federal:

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

State:

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

Local:

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

Scope of this Plan

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

This Plan describes the roles and responsibilities of the Developer and SFHA. This Plan outlines the relocation rights and benefits that SFHA is obligated to provide to the persons impacted by the Project including Sunnydale Households and non-residential occupants. This Plan also describes the relocation process and mitigation measures

required to ensure that residents of the Project are provided the relocation assistance that reasonably meets the needs of such residents. This Plan is limited to this scope, which is consistent with the guidance of both federal and state relocation guidelines.

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

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

1. Description of the Project that is requiring the relocation of the residential and non-residential occupants, including its location, and financing;
2. Description and analysis of the laws, statutes and regulations governing the relocation of the Project occupants, including the requirements for a relocation plan;
3. Aggregate details regarding the persons impacted by the Project who shall be permanently relocated;
4. Description of the re-housing plan including the replacement housing resources available to re-house the residents;
5. Relocation program to be provided, including the rights of the Households, required notifications, benefits, and other services they are eligible to receive, and criteria for eligibility for assistance;
6. Responsibilities of the Developer and SFHA in the implementation of this Plan;
7. Process to develop, approve and update this Plan;
8. Process for any appeals of the relocation benefits and services provided;
9. Preliminary schedule of relocation activities and a cost estimate for relocation assistance.

Overview of Relocation Planning and Implementation

Overland, Pacific & Cutler, Inc., a California corporation ("OPC"), a public real estate services consulting firm specializing in relocation planning and implementation services,

was hired by the Developer to prepare this Plan on behalf of the Authority. This Plan serves as the master relocation plan for the Project.

SFHA has the responsibility to implement this Plan. SFHA Staff or Mercy Housing's Relocation Staff shall implement this Plan and develop phase specific relocation plans. SFHA and the Developer are working to determine, which organization will provide the Relocation Staff for the Project. Mercy Relocation Staff shall conduct interviews of Households to gather information required for future relocation planning purposes.

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

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

RELOCATION PLAN

A. REGULATORY FRAMEWORK AND REQUIREMENT ANALYSIS

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

- Section 18 of the United States Housing Act of 1937 ("Section 18");
- 24 CFR Part 970 – Public Housing Program – Demolition or Disposition of Public Housing Projects ("Part 970");
- 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended ("Part 24");
- Section 104(d) of the Housing and Community Development Act ("Section 104(d)");
- HUD Handbook 1378 - HUD's implementing guidelines of the URA;
- If applicable, RAD relocation guidelines;
- California Government Code Title 1, Chapter 16, Section 7260-7277 – State of California Relocation Assistance Law (the "CRAL");
- California Code of Regulations Title 25, Division 1, Chapter 6 - State of California Relocation Assistance and Real Property Acquisition Guidelines (the "Guidelines");
- San Francisco Ordinance No. 227-12 - Right to Return to Revitalized Public Housing ("Ordinance");
- Resolution No 5390 Resident Right to Return Policy for HOPE SF Revitalization Sites, adopted by the Board on February 26, 2009 ("Policy").

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

Disposition of public housing projects is subject to the provisions of Section 18, and the implementing regulations of Part 970 (collectively, "Section 18"), and is not subject to the Uniform Relocation Act (46 U.S.C. §4600 et seq.) and the implementing regulations of Part 24 (collectively, the "URA").

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

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

The regulatory requirement for the preparation of a relocation plan, 30-day review and comment period, approval, and adoption of the plan by the appropriate local legislative body comes from the CRAL and the Guidelines.

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

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

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

Appendix B of this Plan provides a side by side comparison of the URA, Section 18, California law, and RAD. Section 104(d) is a potentially important regulation for the Project and provides additional protections for households to be relocated, including the

ability to provide persons who are not lawfully present in the United States relocation assistance with federal funds, and the increased number of months used to calculate potential replacement housing payments. Section 104(d) is not analyzed in Appendix B as it does not provide a comprehensive relocation regulation such as what is described under the URA, Section 18, California law, and RAD.

B. PROGRAM ASSURANCES AND STANDARDS

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

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

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

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

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

Each Household eligible for relocation assistance lawfully occupying a Sunnydale unit as of the date of the initiation of negotiations ("ION) must be provided a Notice of Eligibility ("NOE") for relocation assistance prior to, or concurrently with, a 90-Day Notice. If a Household is deemed ineligible for relocation assistance, such household must be informed in writing of the reasons why such Household is not eligible to receive relocation assistance and the procedures to appeal this decision.

Any Household or non-residential occupant who disagrees with the determination of eligibility or ineligibility for relocation assistance, or the type and amount of relocation assistance that is being offered, is afforded the right to appeal the decision per the process identified in Section L and Appendix F of this Plan.

C. RELOCATION PLANNING AND NEEDS ASSESSMENT METHODOLOGY

Early Resident Outreach

A relocation committee was not established for the Project. Instead, a series of informational community meetings in which all Sunnydale residents were invited were held in February and March and one is scheduled in April. These general sessions were conducted in English, Samoan, Spanish and Cantonese, in which the construction schedule and phasing were presented and the residents' rights to return under the Ordinance, and the Authority Policy. Additionally, information was provided about the relocation counseling and benefits that Households are entitled to and residents were encouraged to schedule appointments for individual household interviews. In addition, four (4) focus group sessions of seniors and of Chinese, Samoan and Spanish speaking households were held in March 2016 in which resident input on the overall relocation planning process was solicited. The calendar for these meetings, the frequently asked questions provided, the Right-to-Return and Good Standing Requirements handout, and hand out of an overview of the relocation process were provided. These materials were provided to meeting participants in English, Spanish, Chinese and Samoan, and are included in Appendix C.

The questions, comments and concerns raised at these meetings have or will be documented by OPC and used to develop a list of policy questions for SFHA and the Developer to consider. Documentation of these meetings is provided in Appendix D.

Analysis of Existing Data

A preliminary needs assessment was conducted for the Developer in August 2014 by Learning for Action. From the results of this household survey, OPC was able to ascertain household information such as the number of households, the ages of members of the households, and special needs. This data has been used to describe the impacted residential population found later in this Plan. As this data is now nearly two (2) years old, it shall require updating through the resident interview process as described below.

Resident Interview Process

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

Mercy Relocation Staff shall be responsible for conducting interviews with all households impacted. Mercy Relocation Staff started an interview sign-up and outreach process by actively engaging residents at the community meetings described above. Mercy Relocation Staff were visible and available to schedule residents for interview appointments.

Resident interviews are expected to take approximately one hour to complete. Mercy Relocation Staff includes Spanish speaking personnel. Resident interview services shall be made available in Chinese, Samoan and Cambodian as needed. Interviews shall be conducted in other languages as identified and needed.

Mercy Relocation Staff's goal is to reach a cross-section of approximately 300 Households between April and June of 2016. The remainder of the household interviews are planned to occur between June and September of 2016. Mercy

Relocation Staff shall use multiple methods to make contact with residents, including phone calls and door-to-door outreach to attempt to make contact with the household and conduct the interview. Mercy Relocation Staff shall document the interview in the relocation file of such Household, which shall be maintained by the relocation staff responsible for implementing this Plan.

Plan Preparation, Approval and Updates

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

This Plan should be periodically reviewed for consistency with the goals and process of the Project as changes occur. Updates should be made to this Plan should major substantive changes occur in the Project such as, but not limited to, enhanced levels of resident information, housing resource alternatives identification, elimination of a phased approach to the relocation, and/or regulatory changes that impact relocation requirements.

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

D. GENERAL DEMOGRAPHICS AND OCCUPANT DATA & DESCRIPTIONS

General Demographics and Housing Characteristics

According to the 2010 U.S. Census, the population of the City of San Francisco is 805,235, and the population of census tract where Sunnydale is located (605.02) is 3,216 (see **Table 1**). Corresponding U.S. Census data concerning the housing mix is shown in **Table 2**.

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

Population	Tract 605.02	%	City	%
Total Population	3,216	100.0%	805,235	100.0%
White	334	10.4%	390,387	48.5%
Black or African American	988	30.7%	48,870	6.1%
American Indian or Alaska Native	17	0.5%	4,024	0.5%
Asian	925	28.8%	267,915	33.3%
Native Hawaiian or Other Pacific Islander	271	8.4%	3,359	0.4%
Some Other Race	477	14.8%	53,021	6.6%
Two or More Races	204	6.3%	37,659	4.7%
Hispanic or Latino (of Any Race)	838	26.1%	121,774	15.1%

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

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

Type	Tract 605.02	%	City	%
Total Occupied Units	1,005	100%	376,942	100%
Owner-Occupied	178	18.5%	123,646	35.8%
Renter-Occupied	783	81.5%	222,165	64.2%
Vacant Housing Units	44	4.4%	31,131	8.3%
Available for Sale Only (of Total Vacant Units)	3	6.8%	2,984	9.6%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	12	27.3%	12,832	41.2%
Sold or Rented – Not Occupied	4	9.0%	1,538	4.9%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	0	0.0%	5,569	17.9%
Other Vacant	25	56.8%	8,208	26.4%

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

Sunnydale Household Demographic and Housing Characteristics

Based on the information collected from the 2014 Learning for Action Needs Assessment Survey made available to OPC, the data presents a picture of the households impacted by the Project. This section provides insight into the number of persons, and the age, gender, race/ethnicity, special needs, and languages spoken by Households at the Project.

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

Table 3: Needs Assessment Survey Results - Population

Data Point	Number of or %
Number of Households	689
Number of Persons	1,074
Average # of Persons Per Household	1.5
% Female	70%
% Male	30%

**Table 4: Needs Assessment Survey Results –
Age Distribution of Residents**

Age Cohorts (years)	Number of Residents	% of Residents
5 and Under	161	15
6-17	302	28
18-26	158	14
27-64	405	38
65+	48	5

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

Race	% of Households
Black/African American	52
Hispanic or Latino/a	15
Pacific Islander	12
Asian	10
White	4
Other Races	8

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

Languages Spoken	# of Households
English	344
Spanish	53
Samoan	41
Cantonese	24
Cambodian	6
Mandarin	3
Vietnamese	1
Other Languages	12

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

Mobility Impaired Persons	128
Sight Impaired Persons	120
Hearing Impaired Persons	59
Persons w/ Other Medical Conditions to Be Considered	258

Existing Low Income Public Housing Units

Table 8 below shows the unit mix of the existing units at Sunnydale that are planned to be demolished. All units shall be replaced one-for-one as part of the Project.

Table 8: Units Existing to Be Demolished

Sunnydale Units	
BR Size	# of Units
Studio	6
1 BR	77
2 BR	528
3 BR	150
4 BR	15
Sub-Total	775

Description of Non-residential Occupants

There are approximately six (6) non-residential occupants that utilize space at Sunnydale, and such non-residential occupants shall also be relocated. The non-residential occupants are primarily comprised of community-based, nonprofit public benefit corporations. These organizations provide a wide range of services for Sunnydale residents including health education and counseling, recreation services, after school programs, and youth employment services. At a future date Relocation Staff is expected to meet with the non-residential occupants to assess the relocation needs of such entities. Primary needs are assumed to be adequate space to continue operations, advertisement of the new location, and moving assistance to relocate office furnishings and other fixtures and equipment related to the services provided by the organizations. There are no other businesses impacted by the Project.

E. RELOCATION ASSISTANCE ELIGIBILITY

Relocation Eligibility Under 24 CFR Part 970 and the URA

Part 970.5 (h) determines that it is the responsibility of SFHA to comply with the URA and to ensure compliance with the URA (not withstanding any third party contractual

agreements). The Developer is providing relocation assistance to the residents on behalf of the Authority. However, the Authority is still responsible for meeting its obligations as the Displacing Agency.

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

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

All relocation programs must establish the date on which a person becomes eligible to receive relocation assistance. This date is known as the Initiation of Negotiations and is referred to herein as the ION. Per 970.5 (k), the ION is the date that HUD approves the SFHA demolition and disposition application, which may occur late 2016 or early 2017. In accordance with the URA, the ION is the date the project agrees to accept federal assistance, which was October 11, 2012, the date on which the CNI agreement was executed. In accordance with the CRAL and the Guidelines, the ION is the date that an agreement was entered into to receive local public agency assistance. An affiliate of the Developer entered into the ENRA with SFHA on September 11, 2008.

For the purposes of this Plan, the ION date for the intent of establishing the earliest date a person may be eligible for relocation assistance shall be September 11, 2008. This date is used to establish the ION for determining relocation assistance eligibility under the Guidelines and the CRAL. Households who were lawful tenants on this date shall be eligible to receive relocation assistance, so long as they are in Good Standing, did not sign a move in notice, and do not vacate the property prior to receiving a NOE from Relocation Staff.

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

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

Eligibility Under the Ordinance

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

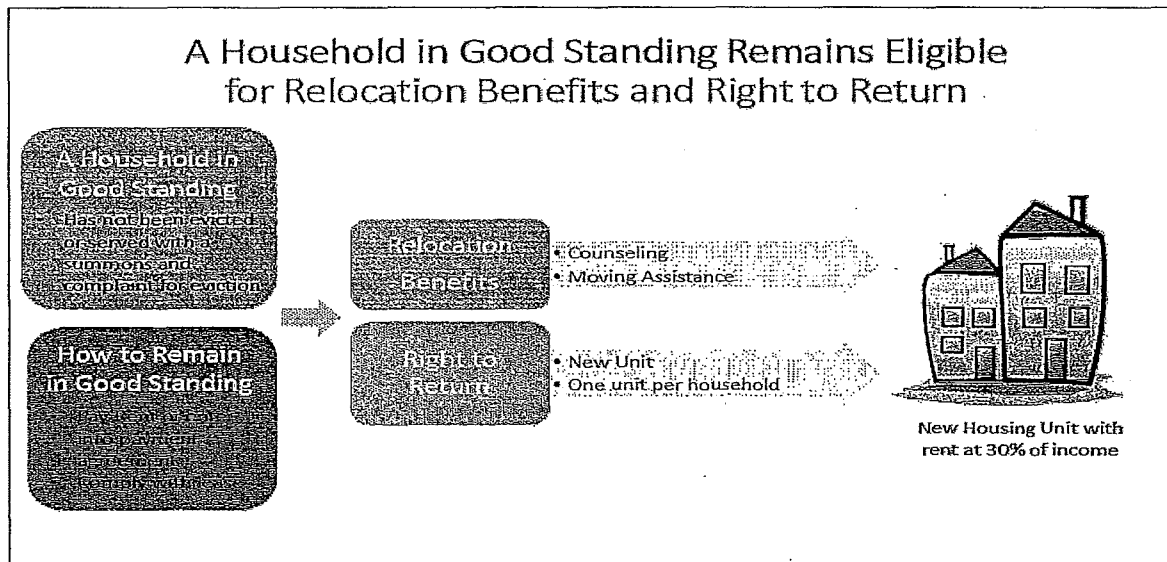


Figure 3: Right to Return Graphic

The Ordinance treats all lawful tenants residing within a unit as a household, and such household shall be eligible to return to a single revitalized unit and not separate replacement units. The Ordinance does not provide the right to return to revitalized housing or relocation assistance to prior tenants who have already vacated Sunnydale. Under Sec 39.4 of the Ordinance, all current Households, whose tenancy at Sunnydale was not lawfully terminated prior to, or after, the date of first notice for eligibility for relocation assistance (the "Initiation Date"), shall have a right to, and the highest priority for, a replacement unit at the new Sunnydale development.

In addition to the Ordinance, the Authority adopted a policy on February 26, 2009 known as the Resident Right to Return Policy for HOPE SF Revitalization Sites (Policy) such as Sunnydale-Velasco. Like the Ordinance, the Policy provides that households in Good Standing have a right to return to a revitalized housing unit.

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

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

Current Households in Good Standing have the first priority for the Replacement Public Housing Units. Households cannot be required to go through a criminal or credit background check to be considered for occupancy at one of the new units. The Household may be required to be income certified for the LIHTC program or other programs in order to be eligible for the rental subsidy provided by these programs.

Relocation Eligibility Under RAD

The Replacement Public Housing Units may receive RAD rental assistance. RAD is a source of federal participation that requires relocation to be in accordance with the URA. Under the RAD program, a household is eligible to receive permanent relocation assistance if they are displaced by a demolition project such as Sunnydale. The household becomes eligible for relocation assistance once HUD issues a RAD Conversion Commitment ("RCC"). No RCC has been issued by HUD for the Project, and thus no Households are presently eligible for relocation assistance under the RAD program.

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

Non-residential Relocation Eligibility

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

Ineligibility for Relocation Assistance

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

F. REPLACEMENT HOUSING NEEDS & RESOURCES

Replacement Housing Needs

All 775 existing Sunnydale housing units shall be replaced one-for-one by the Project. Most of the replacement units shall be constructed on the current location of the Project, but it is anticipated that some replacement units shall be located outside of the current location of the Project, including in the immediate area or in other neighborhoods within the jurisdiction of the City and County of San Francisco.

Replacement Housing and Re-housing Plan

All households are expected to be relocated from their current or "original" units in order for the new units and infrastructure to be constructed. All of the relocation of existing Households, demolition of existing units and infrastructure, construction of the new housing and move in of Households in Good Standing into new housing units will occur in phases. Not all 775 Households will move during the same period of time. All Households shall be required to vacate their original units to accommodate the demolition and construction process prior to the demolition and construction of the phase in which they are located. The development is anticipated to occur in 11 phases between 2017 and 2030. The construction of units is expected to last longer than 12 months per phase. The primary replacement housing resource shall be the units to be built by the Developer.

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

The Developer is working with SFHA and the Mayor's Office of Housing to identify new affordable housing units being developed in the City available for permanent replacement housing for Household interested in the opportunity to move voluntarily and permanently to a new, subsidized housing unit in other neighborhoods outside of Sunnydale-Velasco. Under the Ordinance and the Policy, these Households that move into these off-site units would be provided a Revitalized Housing Unit and the Households' Right to Return would be met as well as relocation assistance requirements

The SFHA and Developer's intention is to allow as many Households as possible to stay on site during the construction period by moving Households to vacant on site units and then to a new unit, or directly to a new unit. There may be an opportunity for some Households to voluntarily elect to permanently relocate to other housing in other neighborhoods. These Households would not return to a new unit at Sunnydale. These relocations would be considered a voluntary permanent relocation, not temporary. The Household's right to return to a revitalized unit would be met by their permanent occupancy in their new unit, and all relocation obligations and requirements would be met by assisting them to secure this new unit, and ensure all actual, reasonable and necessary costs for their move are either reimbursed to them or directly paid for by the Developer.

In accordance with the URA, CRAL, and the Guidelines, in cases where a Household is temporarily relocated away from the Sunnydale Public Housing Site for a period longer than 12-months, the Household must be made aware of their right and their eligibility for permanent relocation assistance benefits. Such benefits include assistance to secure and relocate to a comparable, permanent replacement housing unit. If any such cases occur the Household will be afforded the option to extend their temporary relocation in their off-site temporary housing unit for the period necessary to complete construction of a new Sunnydale unit for that meets their needs. These Households would be asked to sign a Memorandum of Understanding (MOU) with the Developer acknowledging their agreement to this arrangement and their understanding of permanent relocation assistance benefits they may forgo. The Developer would prefer to make this type of arrangement with the Household so that they may return to Sunnydale and enjoy the revitalized community. This arrangement also works to meet the spirit of federal and state relocation law, which is to minimize permanent relocations and displacements.

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

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

Households in Good Standing that have medical or other special needs that need to be accommodated during construction, who wish to return to Sunnydale, shall be moved to off-site housing that meets the needs of such Households for the duration of the construction period. The Household shall not incur any out-of-pocket costs related to the temporary housing off-site. All costs shall be borne by the Developer. Upon completion of Replacement Public Housing Unit, the Household shall be moved back to Sunnydale and into such Replacement Public Housing Unit.

Relocation Staff shall work with those Households who have an interest in permanently relocating to other replacement housing. It is not known at this time if SFHA will receive Section 8 housing choice vouchers ("HCV") or tenant protection vouchers ("TPV"), each of which may be offered to Households desiring to relocate away from Sunnydale.

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

Replacement Housing to Be Developed

Table 9 below provides the anticipated mix of new housing units to be developed inclusive of the 775 Replacement Public Housing Units. The unit mix (number of units by size) may be adjusted to meet the housing needs of the households in occupancy at Sunnydale and to satisfy regulatory requirements.

Table 9: Total New Housing Units to Be Developed

Unit Size	# of Replacement Public Housing Units	Total # Proposed Housing Units	Proposed Size (SF)
1 BR	142	581	600
2 BR	454	796	850
3 BR	174	311	1,110
4 BR	6	12	1,300
TOTAL	775	1,700	

The Developer has identified a vacant parcel at the southeast corner of Sunnydale Avenue and Hahn Street that will be the location of the first phase on new construction of the replacement housing units shown above. The total number of units to be developed at this time is not known, however, it will provide housing opportunities to a substantial number of Households to move directly into, minimizing the number of times these households will be required to move.

Housing Survey

At the time the first phase of Households are scheduled to move, there will be an estimated 50-60 vacant units to be available at Sunnydale for on-site relocation housing units. However, additional resources may be needed to accommodate Households during the relocation and construction period.

To assess the current availability of potential off-site relocation housing units, OPC conducted a preliminary housing survey of units currently available in the City of San Francisco on March 17, 2016. These units could be a resource for off-site temporary housing or permanent off-site replacement housing units. The following Table 10 provides the results of this survey.

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

Table 10: Replacement Housing Survey Results

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

G. CONCURRENT RESIDENTIAL RELOCATION

The San Francisco affordable housing landscape is undergoing a major repositioning. SFHA is in the process of implementing a plan to transfer much of its public housing portfolio to other private housing owners. The majority, if not all, of the approximately six thousand (6,000) units to be removed from the public housing program and repositioned as privately-operated affordable housing will be rehabilitated concurrently with the initial phases of construction at Sunnydale. These non-Sunnydale units being rehabilitated and repositioned are assisted in part with RAD subsidies.

In addition, there are other mixed finance public/private housing projects funded in part by HOPE SF underway at the former Alice Griffith and Hunters View projects, and planned for the Potrero Hill project.

One impact on Sunnydale that these projects pose is constraining the supply of off-site housing that may be needed to accommodate the needs of the Households. This may require the Project to secure off-site relocation housing units sooner than needed. Should units be acquired sooner than needed, the Project will be impacted with additional costs. Should units not be secured soon enough to meet the demand, the schedule for the Project will be delayed.

H. RELOCATION ASSISTANCE PROGRAM

Relocation Staff Availability and Responsibilities

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

Specific activities performed by Relocation Staff shall include:

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

Noticing

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

1. A relocation assistance informational brochure or statement. This notice will be developed at a later date and included in a future version of this Plan.
2. A RAD Notice of Relocation, if applicable. Sample provided in Appendix E.
3. Notice of Eligibility ("NOE"). The NOE shall describe the relocation assistance each Household is eligible to receive and the respective rights and responsibilities of the Household and the Developer.
4. A Memorandum of Understanding or Memorandum of Agreement (collectively, the MOU) would be used in cases where a Household does not permanently relocate from Sunnydale. The MOU shall serve as an agreement between the Developer and the Household to define what benefits and assistance such Household shall receive and the obligations of both the Developer and the Household.
5. An NOE shall be used in cases where a Household relocates permanently from Sunnydale. These notices shall be developed by the Relocation Staff at a later date once all relocation program requirements are defined based on the final funding plan for the Project.
6. A notice of ineligibility. Any Household or person not eligible for relocation assistance shall receive a notice of ineligibility. The notice shall state why such Household or person is not eligible to receive relocation assistance. Note that households would have the right to appeal such a decision in accordance with the appeals process of this Plan.
7. A 90-Day Notice prior to the required vacation date. Such notice shall be mailed to each Household via certified mail/return receipt requested and first class mail with directions to contact Relocation Staff to review the notice as needed. These notices may be served concurrently with the NOE or notice of ineligibility. Sample provided in Appendix E.
8. A 30-Day Notice prior to the required vacation date. Such notice shall be mailed to each Household via certified mail/return receipt requested and first class mail with directions to contact the Relocation Staff to review the notice as needed.
NOTE: A 30-Day Notice shall only be served in cases were a Household is still

occupying a unit thirty (30) calendar days prior to the expiration of the 90-Day Notice. Sample provided in Appendix E.

9. A move procedures guide that explains the details of move day activities and post move out procedures. The guide shall be served as needed with the 30-Day Notice, and its procedures shall be developed by Relocation Staff at a later date when the final move program is defined.
10. Additional notification seven (7) calendar days prior to the vacation of the Household may be required to communicate changes to the move date, location of relocation housing, or other changes or details required. Sample provided in Appendix E.
11. Non-residential occupants shall receive the same types of notices but customized to describe the business relocation program, where applicable.

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

Relocation Housing

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

Where necessary to serve the options elected by the Household, Relocation Staff shall provide referrals to permanent replacement housing units that meet the needs of the Household.

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

Moving Services and Other Vendors

Relocation Staff shall meet with each Household to explain the moving assistance services that shall be made available to them. The Developer expects to hire a moving contractor (or multiple contractors if needed) to provide moving services. Services shall include full packing, moving, loading, unloading, unpacking, and full replacement value insurance necessary to move the personal property of the Household to and from the Relocation Housing Unit. Similar services shall be provided to Households being directly relocated to a Replacement Public Housing Unit.

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

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

Utility Transfer Fee Reimbursement

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

Relocation Fair

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

Spring Cleaning

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

Permanent Off-Site Relocation

In certain instances, a Household may move permanently from Sunnydale to other housing. In these cases, such Household may receive additional relocation benefits other than those stated above.

Fixed Payment In-lieu of Actual and Reasonable Move Costs: Should a Household move off site to permanent replacement housing instead of a Relocation Housing Unit, such Household shall have the option to receive a fixed move payment (the "FMP") based on the current number of rooms of personal property in their existing unit to conduct a self-move in lieu of having a professional mover relocate their personal property. The current federal FMP schedule for the state of California is presented in the following Table 11. A Household that elects to receive the FMP shall not receive moving compensation for costs such as labor, boxes and other packing materials, utility transfers, or other costs related to the physical move, because the intent of the FMP is to provide funds to the Household to pay for all costs associated with the move per the URA.

Table 11: Federal Fixed Move Payment Schedule

# of Moveable Rooms	Typical Unit Size Equivalent	Payment Amount
2 Rooms	Typical Studio	\$930
3 Rooms	Typical 1 BR	\$1,165
4 Rooms	Typical 2 BR	\$1,375
5 Rooms	Typical 3 BR	\$1,665
6 Rooms	Typical 4 BR	\$1,925
Additional Rooms	i.e. outdoor storage	\$265

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

Should a Household move to other replacement housing, and such Household is eligible to receive a HCV or TPV, the HCV or TPV would be expected to offset the need for a rent differential payment. However, should the Household realize an increase in

out-of-pocket monthly housing cost with one of these vouchers, the Household may be eligible to receive a rent differential payment. Should a Household permanently relocate to other housing and not be eligible to receive a HCV or TPV, such Household would also be eligible to receive a rent differential payment.

In either case, where applicable, the rental differential payment shall be based on the monthly differential between the rent for a comparable replacement housing unit and the lesser of 30% of the gross income of such Household (ability to pay), or their displacement rent and utility costs at Sunnydale. This monthly differential shall then be multiplied by forty-two (42) months to derive the maximum eligible replacement housing benefit. The actual rent differential payment the eligible Household would receive would be based on the differential between the actual contract rent and utilities' costs at the replacement unit and the lesser of 30% of the gross income of the Household or their displacement rent and utility costs. The following Table 12 provides a sample calculation of this payment.

Table 12: Example Computation of Rent Differential Payment *

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

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

Non-residential Occupant Moving Expense Payments

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

The non-residential displacees shall have 2 options:

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

Or,

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

Payment for Actual Reasonable and Necessary Moving and Related Expenses

This payment may include the following:

- a) Transportation of persons and property from the present location to the replacement location (transportation costs are limited to a distance of fifty (50) miles);
- b) Packing, crating, uncrating, and unpacking personal property;
- c) Disconnecting, dismantling, removing, reassembling, and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby, and modifications necessary to adapt such property to the replacement structure, or to the utilities, or to adapt the utilities to the personal property;

- d) Storage of personal property generally for up to 12 months, at the Developer's discretion;
- e) Insurance of personal property while in storage or transit and, the replacement value of property lost, stolen, or damaged (though not through the fault or negligence of the displaced person) in the process of moving;
- f) Subject to certain limitations, any license, permit or certification required by the displaced business, to the extent that the cost is necessary for reestablishment at the replacement location;
- g) Subject to certain limitations, reasonable and pre-authorized professional services, including architects', attorneys', engineers' fees and consultants' charges, necessary for: (1) planning the move of the personal property; (2) moving the personal property; or, (3) installing the relocated personal property at the replacement location;
- h) Subject to certain limitations, the purchase and installation of substitute personal property limited to the lesser of: (1) the estimated cost to move the item to the replacement location; or, (2) the replacement cost, less any proceeds from its sale;
- i) Subject to certain limitations, modifying the machinery, equipment or other personal property to adapt it to the replacement location or to utilities available at the replacement location or modifying the power supply.
- j) Actual direct losses of tangible personal property resulting from moving, or discontinuing a business or non-profit organization, *not-to-exceed* the *lesser of*.
- k) The fair market value of the tangible, personal property for continued use at its location prior to displacement; *or*,
An amount equal to the reasonable expenses that would have been required to relocate the property, as determined by the Related, subject to certain limitations;
- l) Actual, and reasonable expenses incurred in searching for a replacement business location, *not-to-exceed* Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00).
- m) Actual, and reasonable expenses necessary to reestablish a displaced small business at its new location, *not-to-exceed* Twenty-Five Thousand and No/100ths Dollars (\$25,000.00). Examples of expenses that may be considered for reimbursement include advertising, redecoration and certain increased costs of operation at the new location.

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

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

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

I. PAYMENT OF RELOCATION BENEFITS

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

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

1. Claimant(s) shall provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation Staff shall review all necessary documentation before reaching a determination as to which expenses are eligible for compensation;

3. Required claim forms shall be prepared by Relocation Staff and be presented to the claimant for review and signature. Signed claims and supporting documentation shall be returned to relocation staff for processing of payment;
4. Mercy Relocation Staff shall review and approve claims for payment or request additional information;
5. Relocation Staff shall issue benefit checks to claimants in the most secure, expeditious manner possible;
6. Receipts of payment and all claims materials shall be maintained in the relocation case file;
7. In cases where the displacee disputes the amount of payment they are awarded in the claim, they may make a written appeal in accordance with the appeals process defined in Section L of this plan. Further details regarding the appeals process and a sample appeals request form is provided in Appendix F of this Plan.

J. LAWFUL PRESCENCE IN THE UNITED STATES

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

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

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

K. EVICITION POLICY

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

L. APPEALS POLICY

The appeals policy and grievance procedures shall follow the standards described in the URA as implemented by the Rent Stabilization Board. Briefly stated, a displaced Household shall have the right to ask for review when there is a perceived grievance regarding any of such Household's rights to relocation and relocation assistance, including the determination as to eligibility, the amount of payment, or the failure to provide a comparable replacement housing referral. Appendix F provides a full description of the appeals process.

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

M. PROJECTED RELOCATION SCHEDULE AND PHASING PLAN

Phasing Plan

Relocations shall occur in 11 phases. Figure 4 below provides a graphic description of the preliminary order of the phasing.

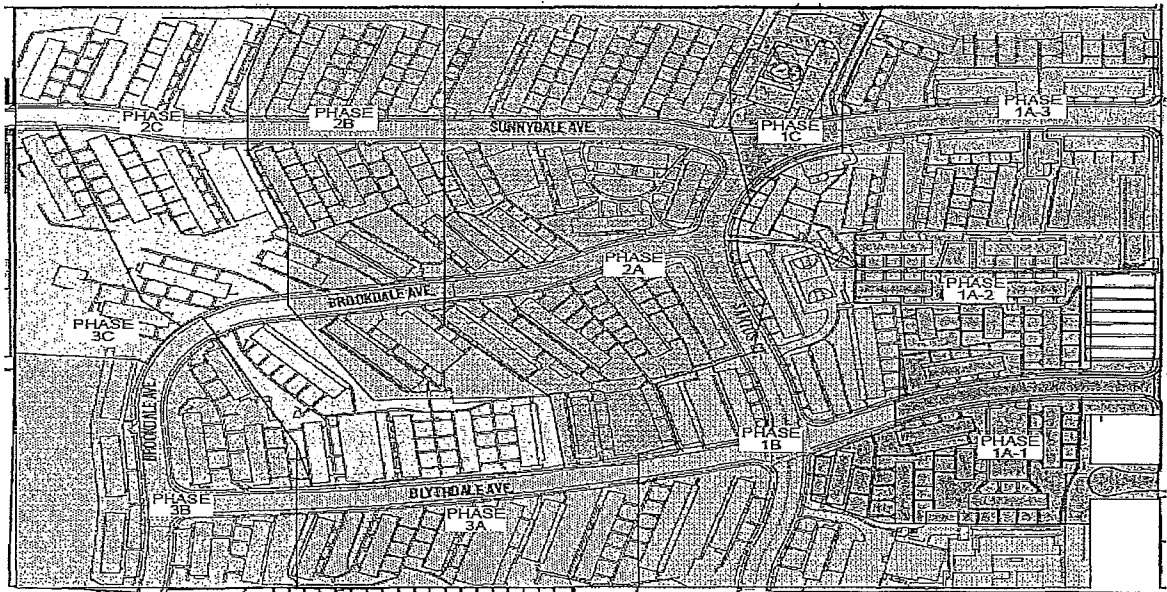


Figure 4: Relocation Phasing Diagram

Table 13 provides a comparison of the total units to be demolished to the anticipated occupancies, the availability of on-site relocation housing units, and the need for off-site relocation housing units. The data in Table 13 is based on a forecast of potential vacancies that may be created by households electing to voluntarily permanently relocate or households electing to move for other non-Project related reasons. If the necessary vacancies are not available to accommodate the Relocation Housing needs on-site, the Developer and the Relocation Staff will work to lease Relocation Housing resources as needed to ensure the Households are properly housed.

Table 13: Relocation Phasing Analysis

Phase	Est Start	Est Fin	Units to be Demolished	# of Occupied Units to be Demolished	Relocation Housing Units Needed	On Site Relocation Housing Units Available (existing vacant and new construction)	Permanent Off Site Relocation Housing Units Needed	Total New Affordable and Replacement Housing Units Developed in Phase
"Q"	Q4 2017	Q2 2019	0	0	0			60
1A-1 & 1A-2	Q2 2018	Q2 2020	108	96	96	58	38	169
1A-3	Q2 2019	Q2 2021	78	69	69	131		138
1B & 3C	Q3 2020	Q2 2022	136	114	114	198		69
1C	Q3 2020	Q4 2021	24	20	20	20		68
2A	Q4 2021	Q1 2024	148	118	118	273		130
2B	Q3 2022	Q3 2024	92	66	66	129		72
2C	Q3 2024	Q4 2026	101	65	65	65		68
3A & 3B	Q4 2026	Q4 2028	88	46	46	190		138
3C	Q4 2028	Q1 2029	0	0	0			0
Totals			775	594	594	1064	38	912

General Relocation Schedule

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

- Relocation Plan Development: October 2015 – March 2016
- Plan Public Comment Period: April 4, 2016 to May 4, 2016
- Mercy Relocation Staff Household Interviews: April – June of 2016
- Board Adoption of Relocation Plan at Public Hearing: August 25, 2016
- Relocation Status Update Meetings With Tenants: Periodically 2016 – 2030
- Relocations: 2017 – 2030

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

The relocation schedule shall be developed in greater detail by Relocation Staff once more detailed project schedules are available from the Developer. Relocation Staff shall provide periodic schedule updates to the Households to keep them advised and informed of upcoming relocation activity that may affect them.

This Plan shall be updated if regulatory changes occur that impact the Project and relocation of the Households. Relocation Staff shall prepare phase specific relocation plans, which plans shall serve as the primary form of update and expansion of the content of this Plan.

N. ESTIMATED RELOCATION COSTS

The estimated relocation budget provided below is based on the best current available data related to the overall project schedule, potential number of relocations, and the estimated vendor costs as of March 1, 2016.

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

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

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

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

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

Table 14: Proforma Relocation Cost Estimate *

Cost Estimate Line Item	Estimated Cost
Residential Relocation Costs	\$15,500,000.00
Non-residential Relocation Costs	\$240,000.00
Total Relocation Cost Estimate	\$15,740,000.00

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

O. RESIDENT PARTICIPATION/PLAN REVIEW

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

This Plan was made available to each Household and non-residential occupant for a thirty (30)-day review and comment period, and written comments were collected and evaluated by the Authority. Households received a notice of this Plan's availability and a summary of this Plan. This notice will be provided in English, Spanish, Chinese, Samoan, and Cambodian. Non-Sunnydale residents, including public agencies, advocacy groups and other interested parties, shall also be invited to provide written comments to this Plan. The comment period was open from April 4, 2016 to May 4, 2016. All written comments were requested to be mailed, faxed, or emailed to:

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

A copy of this Plan was made available for review at the following locations (all in San Francisco) beginning on April 4, 2016:

- Sunnydale Health and Wellness Center at 1711 Sunnydale Avenue
- Mercy Housing and YMCA office at 1657 Sunnydale Avenue
- SFHA Leasing Office at 1654 Sunnydale Avenue
- Boys & Girls Club at 1654 Sunnydale Avenue, Second Floor
- TURF at 1652 Sunnydale Avenue
- Vis Valley Strong Families at 1704 Sunnydale Avenue
- Samoan CDC at 2055 Sunnydale Avenue

This Plan was also accessible online at www.sfha.org and www.sfmohcd.org. A summary of the draft version of this Plan was presented at a Sunnydale resident

meeting on Monday, April 4, 2016 at 5:30pm – 7:30pm at the Sunnydale Community Room at 1654 Sunnydale Avenue.

This Plan was presented to the Board and approved August 25, 2016. Written comments or questions received have been included in Appendix G of the Plan.

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A. RELOCATION TERMS GLOSSARY

GLOSSARY OF RELOCATION TERMS

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

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

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

- (i) Decent, safe and sanitary; (ii) Functionally equivalent to the displacement dwelling. The term *functionally equivalent* means that it performs the same function, and provides the same utility. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, the Agency may consider reasonable trade-offs for specific features when the replacement unit is equal to or better than the displacement dwelling; (iii) Adequate in size to accommodate the occupants; (iv) In an area not subject to unreasonable adverse environmental conditions; (v) In a location generally not less desirable than the location of the displaced person's dwelling with respect to public utilities and commercial and public facilities, and reasonably accessible to the person's place of employment; (vi) On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings; (vii) Currently available to the displaced person on the private market; and (viii) Within the financial means of the displaced person: A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance under this part, the

person's monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person's base monthly rental for the displacement dwelling; For a displaced person who is not eligible to receive a replacement housing payment because of the person's failure to meet length-of occupancy of occupancy requirements, comparable replacement rental housing is considered to be within the person's financial means if an Agency pays that portion of the monthly housing costs of a replacement dwelling which exceeds the person's base monthly rent for the displacement dwelling. Such rental assistance must be paid under Replacement housing of last resort. (ix) For a person receiving government housing assistance before displacement, a dwelling that may reflect similar government housing assistance. In such cases any requirements of the government housing assistance program relating to the size of the replacement dwelling shall apply.

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

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

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

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

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

Eligible Household/Resident A Household eligible for relocation assistance in accordance with the Uniform Relocation Act and/or the California Relocation Assistance Guidelines/Law.

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

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

Good Standing means that a Household is the lawful tenant of an existing Sunnydale unit and has not been evicted or served with a summons and complaint for eviction by SFHA by the time the household receives a written Notice of Eligibility for relocation benefits, which is issued to the household at least 90 days before it is time for the household to move.

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

In-Eligible Household/Resident Household not eligible for relocation assistance in accordance with the Uniform Relocation Act and/or the California Relocation Assistance Guidelines/Law.

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

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

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

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

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

Rent Differential Payment Amount of assistance paid to a displaced person, who is a renter, to compensate for the difference between the monthly rent and utility payment that they shall pay at the replacement dwelling unit and what was paid for rent and utilities at the displacement dwelling. This difference is calculated over a forty-two (42) month period. If Tenant-based Rental Assistance such as Section 8 Housing Choice Voucher is available to the displaced person, that amount of assistance shall offset a portion of the difference and any un-met portion of the difference is eligible to paid a rent differential payment. The payment must be claimed within eighteen (18) months after the displaced person moves from the displacement dwelling. Also referred to as a Rental Assistance Payment (RAP) or Replacement Housing Payment (RHP).

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

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

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

B. APPLICABLE RELOCATION REGULATIONS

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

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

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

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SUNNYDALE – FINAL MASTER RELOCATION PLAN

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

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

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SUNNYDALE – FINAL MASTER RELOCATION PLAN

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

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

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

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

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C. RESIDENT MEETING MATERIALS

Frequently Asked Questions and Answers about Sunnydale HOPE SF and Relocation

February 3, 2016

1. What is Sunnydale HOPE SF?

Sunnydale HOPE SF is the revitalization of the Sunnydale-Velasco public housing into a new healthy, mixed income neighborhood. Sunnydale-Velasco residents and Visitacion Valley neighbors worked with Mercy Housing and Related California for almost two years to create the Sunnydale HOPE SF master plan. The master plan includes up to 1,700 affordable and market rate housing units, including replacement housing for existing residents, new parks and community garden, new streets and utilities, and a new neighborhood hub with retail, child care, after school programs, and recreation and fitness for the entire family.

2. What is HOPE SF?

Sunnydale is part of the City's HOPE SF Initiative to transform physically isolated public housing complexes into vibrant, healthy neighborhoods with new housing, streets, parks and open spaces and community facilities. HOPE SF is also about investing in our residents with vital services and supports so that residents are healthier, safer, and can achieve educational and economic gains.

3. When will construction for the revitalization of Sunnydale begin? How long will it take?

Construction of the first two affordable housing developments, Housing Blocks 6A and 6B, are planned to start in late 2017 or early 2018. The construction at Sunnydale will be divided into phases, with new streets and sidewalks, utilities, and housing. Some later phases will also include new parks and neighborhood serving facilities, such as a community center. The total construction period is 13 years or longer, depending on funding. Residents will not have to move until the building is scheduled for demolition, and then only after they have been provided either a Relocation Unit on or off site.

4. Will my rent change once the new housing is built?

No. Rent levels in the new community will still be based on 30% of your income, just as it is now. Your rent will only change for the same reasons it could change now: for instance if your income changes or your family size changes.

5. Will the Housing Authority still be my landlord?

No, the Housing Authority will not own the new housing nor be the landlord. Instead, an affiliate of Mercy and Related will own the new Sunnydale buildings with public housing replacement units. Mercy Housing and Related California are affordable housing developers committed to providing permanent affordable housing to low-income households.

While the buildings will not be owned and managed by the San Francisco Housing Authority, the Housing Authority will keep ownership of the land and lease the land to each building's new owner. By keeping ownership of the land, the Housing Authority can make sure that the housing always stays affordable.

6. How will the design of each building be determined?

Each new affordable housing building constructed will be designed by local architects. Mercy/Related will organize community design meetings of residents and neighbors to participate in the design. Funding sources for the new buildings set the standards for the size of unit each family will get. The unit size depends on the number of people who are in the household and on lease. All units will be brand new, energy efficient, and adequately sized to meet each household's needs.

7. Can I have a pet in my new apartment?

Mercy/Related will organize a series of community meetings in the future to address house rules, including policies about pets. You will be invited to participate in those meetings to provide input on house rules.

8. How long will the new development remain affordable?

At minimum the housing will remain affordable for a period of 99 years. It is the intention of the Authority, the City, and Mercy/Related that the housing will remain affordable forever.

9. Will the rebuilding of Sunnydale generate employment opportunities for residents?

Mercy/Related will be working with the City's City Build program, and other local job training organizations, to help prepare residents for construction-related jobs, as well as other employment opportunities that may arise through the development process. In addition, Mercy/Related will be required to comply with the Authority's Resident Hiring Requirement.

10. After relocation, will I be able to move into new housing?

Yes, all existing Sunnydale households in good standing will have a right to new housing when construction is completed.

11. What does good standing mean?

Good standing means the household has not been evicted or served with a summons and complaint for eviction by the San Francisco Housing Authority by the time the household receives a written Notice of Eligibility for relocation benefits, which is given to the household at least 90 days before it is time for the household to move. To help ensure that your household remains in good standing as well as remain eligible for relocation benefits, it is very important that each household is paying rent and complying with the SFHA lease until it is time for your household to move! Please see "Right to Return for Potrero and Sunnydale HOPE SF" handout for more information.

12. What is a Relocation Plan?

A Relocation Plan is a document that outlines the San Francisco Housing Authority's and Mercy/Related's obligations to provide assistance to families who have to relocate because of new development. The Plan defines what laws apply, and estimates the budget necessary to carry out relocation activities. A Relocation Plan is required by the State of California and HUD in order to carry out the revitalization of Sunnydale.

13. Will residents have the opportunity to participate in the creation of the Relocation Plan?

Yes. Residents are invited to community meetings to learn about the Relocation Plan, and to provide input on what the Plan says. In addition, Mercy's Relocation Coordinators will interview each household to learn how Mercy/Related can meet the relocation needs of residents.

14. Who approves the Relocation Plan?

Once the Relocation Plan has been drafted, it will be made available to the public for comments during a 30-day public comment period. Following that comment period, the Relocation Plan will be approved by the SFHA Board of Commissioners in a public hearing.

15. When will I have to move?

The new revitalized Sunnydale will be constructed in phases and is estimated to take approximately 13 years or more. Existing households will not have to move until demolition or construction is scheduled for the area where you live. The first

phase of demolition could begin in Fall 2017 at the area around Sunrise and Hahn. Households living in different areas of Sunnydale will relocate at different times.

16. What moving assistance will be provided to my household?

Moving assistance will be provided in accordance with the Uniform Relocation Act (URA) and the State of California Relocation Assistance Guidelines (Guidelines). Each household will be provided 1) advisory assistance and services by Mercy's Relocation Coordinator to plan and execute your move; 2) assistance with reasonable increased out of pocket housing costs; and 3) actual and reasonable moving expenses. If a household is relocated to a unit outside of Sunnydale, or permanently relocated, the household will be offered at least one comparable housing unit, and where possible, three or more comparable units.

17. How will I be notified of what relocation assistance I will be eligible to receive?

You will get a written Notice of Eligibility (NOE) describing these relocation benefits at least 90 days before you will be required to move, and you will receive relocation advisory assistance before that. If you move before you receive a NOE you will not be eligible for relocation assistance and benefits.

Households should not move out of Sunnydale until they receive a NOE. If they move prior to receiving the NOE, they may forfeit their rights to receiving relocation assistance and their right to return to a new unit at Sunnydale.

18. What relocation assistance is available to households who voluntarily moved after they received the General Information Notice (GIN)?

Households who voluntarily move after the receipt of the GIN and prior to receiving a Notice of Eligibility (NOE) are not eligible to receive relocation assistance. Former residents that have already moved who feel they are eligible to receive relocation assistance may request a review of their case to the San Francisco Housing Authority. **Again, please note that households should not move out of Sunnydale until they receive a NOE. Should they move prior to receiving the NOE they may forfeit your rights to receiving relocation assistance and their right to return to a new unit at Sunnydale.**

19. Will my household be required to leave the Sunnydale community during construction?

Every attempt will be made to accommodate as much relocation on-site as possible. However, it is possible that some households will be offered the

opportunity to voluntarily relocate off site during construction. If such off-site relocation is offered, Mercy/Related will identify households that want to voluntarily move, and pay for all required relocation expenses.

20. Will vouchers be available to families that do not want to move into the new units?

A certain number of vouchers may be issued to households that meet the eligibility requirements for Section 8 rental assistance. The availability of vouchers has not yet been determined.

21. What are next steps?

The next step is to develop a Relocation Plan. You are encouraged to participate in one of the upcoming Relocation Planning meetings, as well as to schedule your one-on-one conversation with one of Mercy's Relocation Coordinators. After the completion of the Relocation Plan, the SFHA will submit an application to HUD to allow for the revitalization process to begin.

Mercy/Related HOPE SF Contacts:

Community Liaisons: Lafu Seamanu and Larry Jones, 415-825-5103, 1711 Sunnydale Avenue LSeamanu@mercyhousing.org and LarJones@mercyhousing.org

Samoan: Lafu Seamanu 415-825-5103 LSeamanu@mercyhousing.org

Chinese: Paul Lam 415-885-0362 PLam@mercyhousing.org

Spanish: Carmen Hernandez 831-383-1871 CHernandez@mercyhousing.org

Mercy Relocation Coordinator: Carmen Hernandez, 831-383-1871, CHernandez@mercyhousing.org

Right to Return for Potrero and Sunnydale HOPE SF

Households living in public housing at Potrero, Potrero Annex, and Sunnydale-Velasco Public Housing sites will need to move from existing housing units in order for new housing to be constructed as part of the revitalization of these sites.

After the sites have been revitalized, as a Potrero and Sunnydale public housing household, you will have the right to move into a revitalized unit if your household is in **“good standing”** with the San Francisco Housing Authority (“SFHA”). Good standing means your household has not been evicted or served with a summons and complaint for eviction by SFHA by the time the household receives a written Notice of Eligibility for relocation benefits, which is issued to the household at least 90 days before it is time for the household to move.

To help ensure that your household remains in good standing as well as remain eligible for relocation benefits, it is very important that each household is paying rent and complying with the SFHA lease until it is time for your household to move! Paying rent on time and paying any back rent owed under an agreement with SFHA will ensure your household remains eligible for a new housing unit, which is called your household’s **“right to return”**.

It is also very important that if there are members of your household whose names are not on the lease, that you immediately notify the property manager at your property, so that the SFHA can determine whether these individuals’ names can be added to the lease. If they are added, then they will be considered part of your household that is offered a new housing unit. This is SFHA’s **“add lease”** program.

Potrero households in good standing will be offered a new housing unit in the revitalized Potrero development. Sunnydale households in good standing will be offered a new housing unit in the revitalized Sunnydale development. Some households may have a choice to move into a new affordable housing unit in another San Francisco neighborhood, if there are any available. Under current law, once a household accepts the new housing, that unit is the permanent new home for that household.

Households cannot split up into more than one new unit.

This handout summarizes your right to return under the SFHA Policy adopted by the SFHA Board of Commissioners on February 26, 2009 and the San Francisco Right to

Revitalized Housing Ordinance adopted by the Board of Supervisors on October 15, 2012. Keep this information!

To ask San Francisco Housing Authority about good standing and the add lease program, please contact your SFHA property manager.

Renee Scott, Sunnydale Property Manager: scottr@SFHA.ORG 415.715.2311

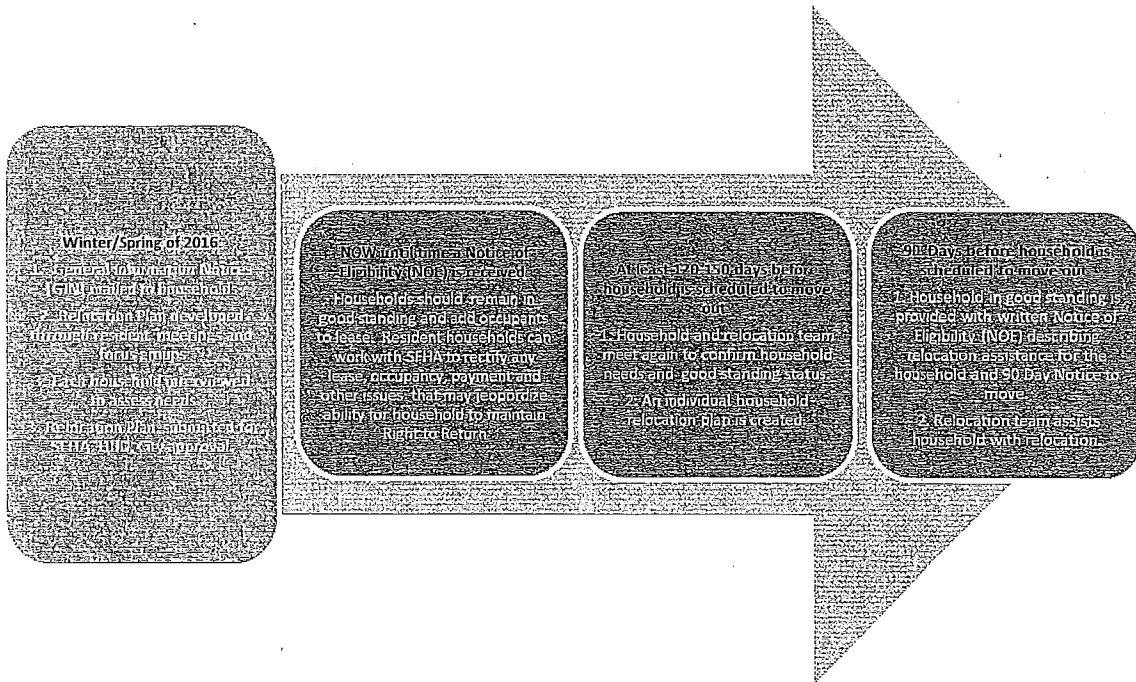
Kendra Crawford, Sunnydale Property Supervisor crawfordk@SFHA.ORG
415.715.3811

Kim Reeder, Potrero Property Manager: reederk@SFHA.ORG 415.715.2225

Miguel Paltao Jr., Potrero Property Supervisor paltaom@SFHA.ORG
415.715.2025

Relocation Process Handout

Relocation Time Line



D. RESIDENT MEETING DOCUMENTATION

Meeting 1 Agenda

Sunnydale HOPE SF Resident Relocation Planning Meeting #1
Thursday February 11, 2016 at 5:30pm – 7:30pm
At Sunnydale Community Room

AGENDA

- 5:00pm** Dinner buffet
- 5:30pm** Welcome! *By Larry*
Introductions
Review Ground Rules and Agenda
- 5:45pm** Sunnydale HOPE SF Master Plan and Construction *By Ramie*
Phasing, Timing, and Relocation
- 6:15pm** What is Right to Return and Good Standing? *By David*
- 6:30pm** What Should I Know About Relocation? *Rosalba*
- ❖ Relocation laws protect residents.
 - ❖ Households will be provided relocation counseling and assistance.
 - ❖ Residents should be engaged in the Sunnydale Relocation Plan.
 - ❖ Each household should be interviewed by Relocation Coordinator.
 - ❖ Resident households need to remain in good standing until the move to be eligible for relocation benefits.
- 7:00pm** Coming up *By David*
- ❖ Relocation Planning meeting #2 on Saturday Feb 27 at 11am – 1pm
 - ❖ Please sign up for your Household Interview
 - ❖ Raffle!

Thank you for your participation!

GROUND RULES FOR THE MEETING

1. Participation is important.
2. Listening is important.
3. We will all be respectful.
4. Only one conversation at a time.

Meeting 1 Notes

Sunnydale Meeting Notes

Relocation Meeting 1: February 11, 2016

Presentation Notes

- **Introduction:** Larry Jones led off and introduced Mercy team (Ramie Dare, David Fernandez, and Wellness Staff), SFAH and MOHCD staff.
- **Ground Rules for this Meeting by Larry:** 1) Participate, it's important and we want to hear what you have to say; 2) Listen and pay attention; 3) Be respectful; and 4) One conversation at a time. Translators are providing assistance to non-English speakers.

Project Overview – Ramie Dare

- **Intro:** Last week we had a design meeting for the two first buildings, there will be another design meeting in April or May. Will be additional relocation topic meetings as well. Invited attendees to view the site plan, elevation and other boards provided. Master plan reflects the residents input for a healthier, more prosperous, and better environment for families and children.
- **Construction/Design:** Up to 1700 new units at the new Sunnydale. Goal to make street pattern more like a grid so it is easier to get around. Replacing all units. Replacement housing to be based on 30% of income similar to current conditions. Adding more affordable housing. Building market rate units as well. The market rate and affordable buildings have been identified. Community wanted a Community Center for gathering, fitness, child care facilities, and after school programs. Space for new health and wellness center, child care and neighborhood serving retail to be incorporated into mixed use building across from the Community Center. . Park space being added. Community garden and orchards proposed. Together these will be a neighborhood Hub. KEY is the community created the plan.
- **Phasing:** 50 acre site. Phase 1 is approximately 85 apartments, 4 stories, new streets to create a block for the new housing. Phase 2 will also be approximately 85 units. Phase 3 will be on Sunnydale Ave w/ HUB and additional units.....Going block by block to create new housing and infrastructure. Phase plan map provides projected years of development. Schedule can be affected by permits and funding.
- **Timing:** Phase 1 construction to start in 2017 at the earliest. Relocation interviews starting April 2016.

Right to Return/Good Standing – David Fernandez

- Every Sunnydale household is entitled to a revitalized unit.
- The household though must be in good standing – have not been evicted or been served a summons and complaint.
- How do the stay in good standing and maintain Right to Return and relocation assistance? 1) Pay rent; 2) Make sure all persons are added to the lease through the Add Lease Program (SFHA); 3) If a household is in a payment plan, it is in good standing.
- Maintaining good standing is key to maintaining the household's right to return and their right to relocation assistance.

Relocation Details - Rosalba Navarro-Jindrich

- First step for Mercy's Relocation Team is to do one on one interview with the residents.
- Typically, residents are moving offsite temporarily. In this project, Mercy using housing resources within the Sunnydale community to provide housing to those required to move from their current unit.
- Mercy to do individual building and household relocation plans. OPC to prepare master relocation plan.
- Start off with outlook that everyone is good standing.
- Everyone stays onsite within community unless needs require them to move off the site.
- Mercy team to work with household to identify best location to move to temporarily.
- Mercy to hire movers. Mercy to provide counseling services. Mercy to pay for utility transfer fees if any.
- Residents protected by law. Not just Mercy's word.
- Mercy will provide written communications in household's primary language. If Mercy needs to use a translator they will to ensure needs are met.
- Mercy able to start scheduling interviews tonight. Interviews typically to take an hour.

Attendees Questions/Answers (All from Residents Unless Otherwise Noted)

1. Phasing: When started where are we being moved to? Plan is to move residents to empty unit away from the phase and then into a new housing unit. Some phases may be able to move directly into a new housing unit.
2. Starting at Blythedale? Yes.. Will open up street to create a new Blythedale through-street through Sunrise Way.
3. I have a 3 BR, but I want my own space. Grandson is sharing room with his mother. Will we have same arrangements temporarily? Mercy's relocation team

- will meet with the households to get info to plan move. Question maybe better asked there.
4. Where will we move to? Will depend upon the availability of temporary units and their location.
 5. Will people have to move even if their unit is not being demolished? In cases where infrastructure work may be occurring a household will also need to move.
 6. Will I come back to the same area after the new housing is built? Maybe. One of the purposes of the interviews is to understand what household wants to do.
 7. Ratio of affordable to market rate? 60% of the total units are planned as affordable apartments, including the replacement units and new affordable units. 40% of the units are planned as market rate, although the actual % may be lower.
 8. Is there a contract to ensure 40% of non-replacement will be market rate? The number of replacement units is committed. The number of market rate units actually constructed is a goal.
 9. I had a 3-Day Notice to Quit/Complaint... But Was Straightened Out. Am I in Good Standing? Yes if it's been taken care and completely resolved.
 10. I am in a payment plan and paying? Am I in good standing? Yes. Compliance must be maintained.
 11. Will space for live in care and other reasonable accommodations be provided in new housing? Yes.
 12. Will disabilities be taken into account during relocation? Yes. Interviews will be used to determine household needs and services to be provided.
 13. Will senior housing be built? Yes.
 14. What's age requirement for senior housing? Seniors must be 62 years and older
 15. When is the first phase start? 2017.
 16. Can a household be directly transferred to new unit? Depends on where the household is within the phase. Also in some cases a household may be sensitive to construction noise, dust and may not be able to because of their needs.
 17. When will I know when I have to move? Mercy relocation team will provide each household with a handout stating the approximate phasing timeline and when they may move.
 18. Will there be washers/dryers in all units? Who makes the decisions who gets them? Mercy will need to investigate feasibility and funding availability. Mercy knows the residents want W/D in the units. In order to maintain cost and property it may not be possible to afford the W/D.
 19. What is the final completion date? Goal to complete in 13 years.
 20. Will there be a laundry room onsite? Will we have to pay? In the affordable apartment buildings with the replacement units there will be laundry rooms. Typically they are card or coin operated so residents would pay.

21. Will there be opportunities for apprenticeships, journey-man-ships ect.? Youth job opportunities? Mercy starting to look at how the can employ residents for construction and other employment opportunities. Mercy to work w/ City Build. Mercy supports idea of doing construction related focus groups.
22. Will there be provisions to require contractors to hire people without high school diploma/GED or driver's license? Needs to be addressed at future meeting.
23. Additional laundry room questions raised. Follow-up answers will have to be provided.
24. When does construction start? Phases 1 and 2 in 2017 at the earliest.
25. Does household sign a contract to go back to own house? Household will not go back to same unit. Same location is possible. Will be opportunities to move to other part of the property.
26. Will there be a plan to help elderly and disabled? Yes. Residents will be housed in accessible units and in locations that help them with health related issues i.e. noise and dust.
27. Are the replacement units going to be smaller? No. In some cases may be larger.
28. Will utilities be paid for in temporary housing? The household will only pay for the utilities they presently pay in their current unit. In the household's permanent replacement unit the water, sewer, gas, and trash are included in rent, tenants to pay electric bill as well as consumer accounts such as phone and cable.
29. Will laundry be accessible? Yes.
30. Will utilities be affected in units where construction is not occurring? All steps taken to ensure utilities aren't disrupted in areas where construction and demo is not occurring. These factors could impact the schedule.
31. Last time you said nothing changes. But tonight you are saying things are changing like the elderly and that we will have to pay for PG&E. Ramie to check regulations to verify if the rent at the 30% of income covers utilities.
32. How is 30% calculated? Calculated based on all adults with income.
33. Tenants want to keep their W/D. Mercy hears this.
34. Will Mercy help me sell my W/D? TBD.
35. Will W/D hookups be provided? TBD.
36. Will senior housing or units for the elderly have accessible fire escapes? New buildings to have elevators. Fire code requires space to get ladders up to the bedroom windows. Mercy will develop a fire and emergency response plan.
37. Hunters Point Shipyard people weren't able to move back because rents went up and could not afford it. Local law states that Sunnydale households have a right to return to a new unit at a rent of 30% of household income.
38. What if someone in your household has been in jail? If household is in good standing, it has right to return to a new unit.

Meeting 2 Agenda

Sunnydale HOPE SF Resident Relocation Planning Meeting #2
Saturday February 27, 2016 at 11:00am-1:00pm
At Sunnydale Community Room

AGENDA

- 10:30am** Brunch Buffet
- 11:00am** Welcome! *By Larry*
Introductions
Review Ground Rules and Agenda
- 11:15am** Sunnydale HOPE SF Master Plan and Construction *By Ramie*
Phasing, Timing, and Relocation
- 11:45am** What is Right to Return and Good Standing? *By David*
- 12:00pm** What Should I Know About Relocation? *Rosalba*
- ❖ Relocation laws protect residents.
 - ❖ Households will be provided relocation counseling and assistance.
 - ❖ Residents should be engaged in the Sunnydale Relocation Plan.
 - ❖ Each household should be interviewed by Relocation Coordinator.
 - ❖ Resident households need to remain in good standing until the move to be eligible for relocation benefits.
- 12:30pm** Coming up *By David*
- ❖ Relocation Planning meeting #3 on Monday April 4, 5:30pm-7:30pm
 - ❖ Please sign up for your Household Interview
 - ❖ Raffle!

Thank you for your participation!

GROUND RULES FOR THE MEETING

1. Participation is important.
2. Listening is important.
3. We will all be respectful.
4. Only one conversation at a time.

Meeting 2 Notes

Sunnydale Meeting Notes

Relocation Meeting 2: February 27, 2016

Presentation Notes

- **Introduction:** Larry Jones led off and introduced Mercy team (Ramie Dare, David Fernandez, and Wellness Staff), SFHA and MOHCD staff. Larry encouraged residents to help spread the word on the meetings. Larry and his team have been flyering.
- **Ground Rules for the Meeting by Larry:** 1) Participate, it's important and we want to hear what you have to say. Please speak up and ask your questions and let us know what is on your mind; 2) Listen and pay attention; 3) Be respectful; and 4) One conversation at a time. Translators are providing assistance to non-English speakers.

Project Overview – Ramie Dare, Mercy Housing

- **Intro:** Ramie welcomed residents. Asked how long people have been residing at Sunnydale. Some have been here as long as 25 years. Mercy has been working on planning project and meeting with residents since 2008. Ramie asked residents to look at the elevations and plans on their tables.
- **Project:** The new Sunnydale is for you. All of the new housing , streets and neighborhood facilities are to be constructed so that you all can have better quality of life.
- **Protections:** there are many protections for the residents such as Right to - Return (R2R).
- **Previous Meeting:** Today's meeting agenda is same as the meeting on the 11th of Feb.
- **Construction and Design:** Sunnydale will be constructed with all new units, utilities, and streets and a . new neighborhood hub. YMCA may locate at the site to help create a more robust neighborhood community center. Many details repeated from Feb. 11 meeting.
- Replace existing units one for one, add other affordable units, and market rate units.
- **Phasing and Timing:** First new buildings to be constructed near Hahn and Sunrise area. Blythedale to be reconstructed. Phase I construction to start Fall of 2017 at the earliest. HUB area will include senior housing. Schedule is driven by

funding and permitting. Approximately 13 years to build out. Many details repeated from Feb. 11 meeting. Biggest site in San Francisco.

- **Relocation Overview:** Some households will first move to vacant units at Sunnydale and then move into a newly constructed unit. Some households may be able to move directly into new unit. There may be an opportunity for some households to move away from Sunnydale; this opportunity will depend on HUD subsidy guidelines. Mercy's Relocation Department staff to meet with each household. Existing households will have housing during construction; however, locations will vary by phase. Mercy preparing a master relocation plan. Plan expected to be released for resident review. Tenant utility cost paid by Mercy/Related during relocation period.
- **New Rent and Utilities:** Household rent is now at 30% of income. In the newly constructed unit, the new electricity service will not be included in rent as is now. Each household will have to establish their own account and pay their bill. When 30% of income to determine rent is calculated there will be a reduction of this amount to account for the electric utility bill. For example, if 30% of a household's income is \$300 and utilities is \$30, the rent will be \$300 less the \$30 utility allowance. HUD's utility allowance must be used to reduce the rent, so their may still be some out of pocket utility costs. Water, sewer, and trash will be paid by the landlord.
- **Washers and Dryers:** Mercy/Related researched and considered residents' request to include washer and dryer machines in the units. However, the new affordable units will not include washers and dryers. Installation of W/D requires additional plumbing and gas lines and increases construction costs. W/D also increases utility cost. Each new apartment building will have laundry rooms. Laundry rooms will include security measures and will be accessible. Best efforts to be made to add additional laundry rooms per building. NOTE: Recording of tenant questions related to this topic was recorded but limited to a few.

Right to Return/Good Standing – David Fernandez, Mercy Housing

- Every Sunnydale household is entitled to a revitalized unit. Everyone in good standing will have ability to move to a new unit.
- Good standing means the household has not been evicted or been served with a summons and complaint.
- How to stay in good standing and maintain right to return and relocation assistance? 1) Pay rent; 2) Make sure all persons are added to the lease through the Add Lease Program (SFHA); 3) If a household is in a payment plan, it is in good standing.
- Maintaining good standing is a key to maintaining the household's and their right to relocation assistance.

- David asked if the residents if they have questions regarding right to return? No questions asked immediately, however, some are reflected below raised later.

Relocation Details - Rosalba Navarro-Jindrich, Mercy Housing

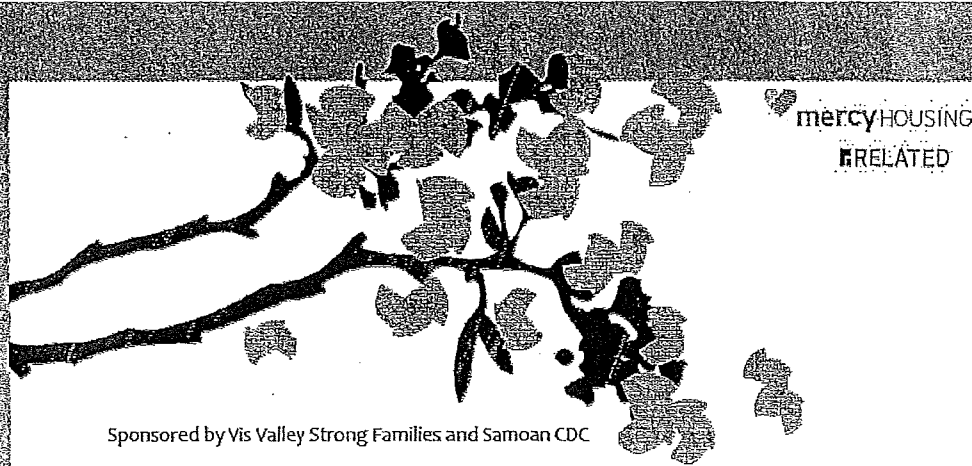
- Mercy relocation team to implement plan. Relocation of residents must follow state and federal laws that protect residents.
- Key is that households need to remain in good standing with SFHA in order to be eligible to receive relocation assistance. .
- No households will be moved in 2016. However, Mercy would like to meet with each household in 2016 to plan the relocation.
- Under relocation law, residents will do not pay for moving or additional housing cost.
- Professional movers to provide packing and moving help including materials and labor.
- Utility transfer fees will be reimbursed.
- Same assistance to be provided for move to and from temporary housing.
- Mercy will provide debris hauling services.
- SFHA will soon be sending out a General Information Notice. Any residents who move after receiving the GIN will not be eligible for relocation assistance. PLEASE DO NOT MOVE!
- If household needs a larger unit, residents need to start working with SFHA now. Contact for SFHA is provided in agenda packet. Right sizing for units needs to occur prior to relocation.

Attendees Questions/Answers (All from Residents Unless Otherwise Noted)

1. **What if temporary housing is not available at the size that the household needs, for example we need a 3 bedroom or 4 bedroom and there are only 2 bedroom units?** Ramie asked Rosalba to address in her presentation.
2. **Lady on Hahn and Blythedale. Please explain phasing map. How do we read it to determine order of phasing?** This is in the first phase. Phasing generally from bottom up. Asked residents to come up to map to see where they are in the phasing.
3. **At Hunters View the bedrooms ended up being smaller and people had to get rid of furniture. Same here?** No, units will be the same size as current units and the units are all flats on one level. Architect will show a unit plan with the furniture lay out at future design meeting.
4. **Will residents be able to work on project? What's the percentage? Who helps place?** SFHA places goal of 25% of work hours to be by public housing residents. Mercy will develop to plan to assist residents get work. City Build will

be involved and will be organizing resident's access to jobs; primarily construction jobs.

5. **Will we have to get rid of our W/D?** Yes when it's time we will help sell W/D.
6. **There are so many people how will you be able to accommodate us all with laundry facilities?** Mercy will use a ratio based on household size to determine number of machines and size of facilities.
7. **All my grandkids are on my lease. If I moved out to senior housing by myself, would rest of family get a 3 bedroom or 4 bedroom as well?** Household cannot split into two units. Everyone in the household would have to all move into another four bedroom. The household's right to return is limited to one project unit.
8. **Will security be hired?** Building access will be controlled to residents of that building only. Some units will have entries directly from the street.
9. **How can we sign up for interviews?** Ruth and Carmen are available today to schedule your interview. Please sign up as soon as possible so we can meet with you. Need to occur this year. Future interviews will occur prior to moves.
10. **Will units have to be in good condition for me to be in good standing?** Good standing only applies to status of compliance with lease agreement and not condition of the unit.
11. **What about parking?** The new buildings will have secure garage parking for residents of that building.
12. **Can access to a laundry room be limited to persons residing around that laundry room?** That is a good idea; Mercy will look into it.
13. **Independent housing?** Resident question relates to accessing unit from the street. Some buildings will have units with entrances directly off the street, but most units will be accessed by an elevator entered into from inside the building.
14. **Will be have to or be able to move to other parts of the City?** Yes it is possible. During the interview please express your desire to move to another part of the City.
15. **I have recently had another child. How do I get a larger unit?** Start working with SFHA now.
16. **What if you can never get the size unit you need?** That's why you need to start working with SFHA now to try to get that done now.
17. **Do we still direct property management issues to SFHA?** Yes. Mercy/Related will not become your landlord until you move into a newly constructed unit.



Sponsored by Vis Valley Strong Families and Samoan CDC

UPCOMING MEETINGS

SUNNYDALE FOCUS GROUP MEETINGS

On RIGHT TO RETURN AND RELOCATION

CHINESE LANGUAGE FOCUS GROUP

TUESDAY MARCH 15, 2016 AT 12NOON - 1:30PM
AT SUNNYDALE COMMUNITY ROOM, 1654 SUNNYDALE AVE.

SPANISH LANGUAGE FOCUS GROUP

TUESDAY MARCH 15, 2016 AT 2:30PM – 4:00PM
AT SUNNYDALE COMMUNITY ROOM, 1654 SUNNYDALE AVE.

SAMOAN LANGUAGE FOCUS GROUP

WEDNESDAY MARCH 16, 2016 AT 11AM – 12:30PM
AT SAMOAN CDC, 2055 SUNNYDALE AVE.

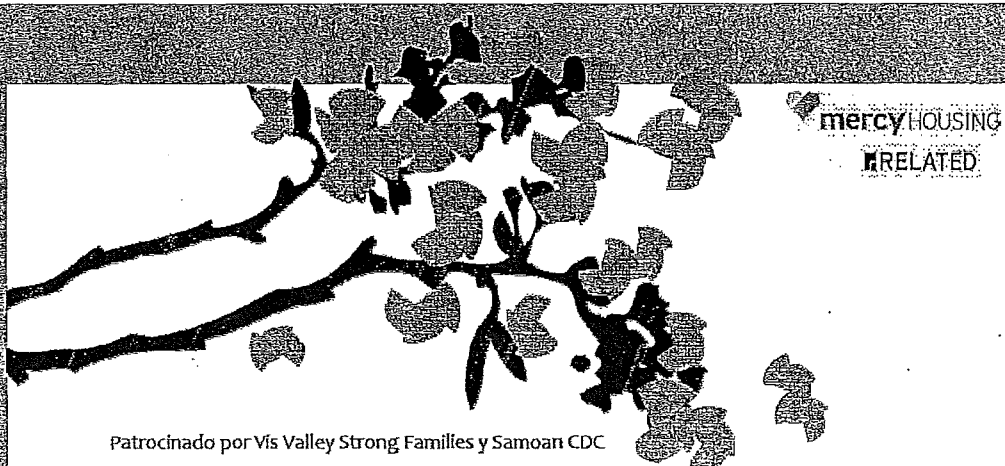
SENIORS FOCUS GROUP

WEDNESDAY MARCH 16, 2016 AT 2:00PM – 3:30PM
AT SUNNYDALE COMMUNITY ROOM, 1654 SUNNYDALE AVE.

*Transportation available for the Seniors Focus Group.

*Please call Lafu or Larry at 415-825-5103 to reserve a pick up.

For more information or questions please contact your Mercy/Related HOPE SF Community Liaisons:
Lafu Seumanu: LSeumanu@mercyhousing.org or Larry Jones: LarJones@mercyhousing.org
Phone: 415-825-5103 | Office: 1711 Sunnydale Ave.



Patrocinado por Vis Valley Strong Families y Samoan CDC

PRÓXIMAS REUNIONES SESIONES DE GRUPOS DE DISCUSIÓN DE SUNNYDALE

Sobre El DERECHO AL RETORNO Y LA REUBICACIÓN

GRUPO DE DISCUSIÓN EN CHINO

MARTES 15 DE MARZO, 2016 A LAS 12 DEL MEDIODÍA-1:30 P. M.
EN LAS SALA COMUNITARIA DE SUNNYDALE, 1654 SUNNYDALE AVE.

GRUPO DE DISCUSIÓN EN ESPAÑOL

MARTES 15 DE MARZO DE 2016 A LAS 2:30 P.M. – 4:00 P.M.
EN LAS SALA COMUNITARIA DE SUNNYDALE, 1654 SUNNYDALE AVE.

GRUPO DE DISCUSIÓN EN SAMOANO

MIÉRCOLES 16 DE MARZO DE 2016 A LAS 11 A. M. -12:30 P. M.
EN SAMOAN CDC, 2055 SUNNYDALE AVE.

GRUPO DE DISCUSIÓN PARA PERSONAS MAYORES

MIÉRCOLES 16 DE MARZO DE 2016 A LAS 2:00 P.M. – 3:30 P.M.
EN LAS SALA COMUNITARIA DE SUNNYDALE, 1654 SUNNYDALE AVE.

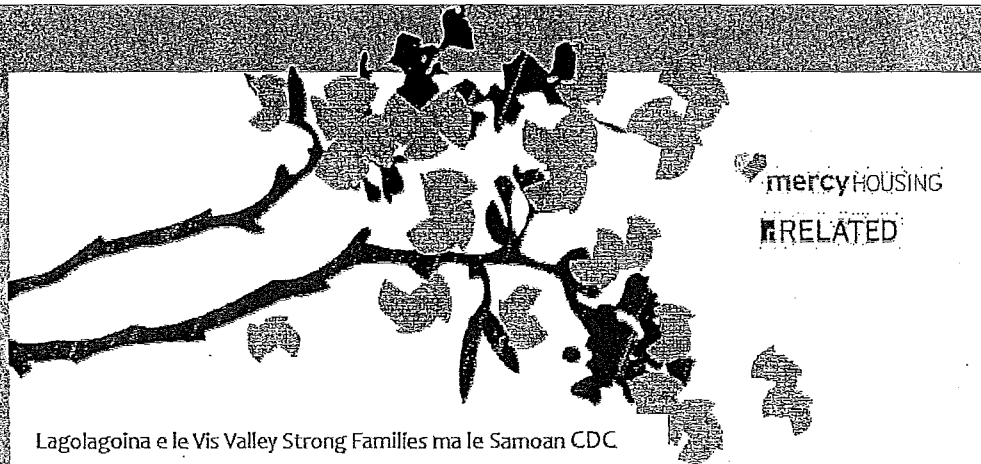
*Transporte disponible para el grupo de discusión para personas mayores.

*Por favor llame a Lafua o a Larry 415-825-5103, para reservar que lo recojan.

Para más información o preguntas, comuníquese con sus enlaces comunitarios:

Carmen Hernandez: CHernandez@mercyhousing.org

Teléfono: (831) 383-1871 | Oficina: 1711 Sunnydale Ave.



Lagolagoina e le Vis Valley Strong Families ma le Samoan CDC

**FONOTAGA SOSO'O MAI
FONOTAGA FA'APITOA I SUNNYDALE
I AIA-TATAU O LE TOE FO'I MA SI'ITIAGA**

FONOTAGA FA'APITOA FA'A-SAINISI

ASO LUA MATI 15, 2016 I LE 12Aoaui - 1:30PM
I LE FALEMAFUTA I SUNNYDALE, 1654 SUNNYDALE AVE.

FONOTAGA FA'APITOA FA'A-SIPANILO

ASO LUA MATI 15, 2016 I LE 2:30pm – 4:00pm
I LE FALEMAFUTA I SUNNYDALE, 1654 SUNNYDALE AVE

FONOTAGA FA'APITOA FA'A-SAMOAN

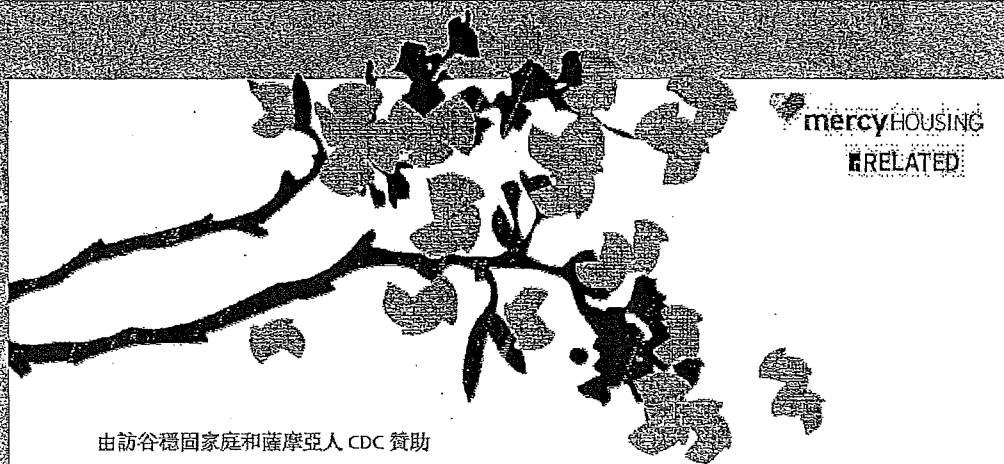
ASO LULU MATI 16, 2016 I LE 11AM – 12:30PM
I LE SAMOAN COMMUNITY DEVELOPMENT CTR, 2055 SUNNYDALE AVE.

FONOTAGA FA'APITOA MO TAGATA MATUTUA

ASO LULU MATI 16, 2016 I LE 2:00pm – 3:30pm
I LE FALE-MAFUTA I SUNNYDALE, 1654 SUNNYDALE AVE.

***Maua auala mo le fono a Tagata Matutua* Fa'amolemole vala'au Lafu po'o
Larry, i numera oi lalo, fai ai se tautalaga mo sou auala.**

Mo nisi fa'amatalaga po'o ni fesili fa'afeso'ota'i lau So'o'upu Fa'afaganu'i i le
Mercy/Related HOPE SF: Lafu Seumanu: LSeumanu@mercyhousing.org po'o Larry
Jones: LarJones@mercyhousing.org Telefoni: 415-825-5103 | Ofisa: 1711 Sunnydale Ave.



由訪谷穩固家庭和薩摩亞人 CDC 贊助

即將召開的會議

SUNNYDALE 焦點小組會議

關於返回權利和搬遷

華語焦點小組

2016 年 3 月 15 日，週二中午 12 時 – 下午 1 時 30 分
在 SUNNYDALE 社區室，1654 SUNNYDALE AVE.

西班牙語焦點小組

2016 年 3 月 15 日，週四，上午 2:30PM – 4:00PM
在 SUNNYDALE 社區室，1654 SUNNYDALE AVE.

薩摩亞語焦點小組

2016 年 3 月 16 日，週三上午 11 時 – 中午 12 時 30 分
在 SAMOAN CDC，2055 SUNNYDALE AVE.

耆英焦點小組

2016 年 3 月 16 日，週三上午 2:00PM – 3:30PM
在 SUNNYDALE 社區室，1654 SUNNYDALE AVE.

*可為耆英焦點小組提供交通。

*請按照下列聯絡信息致電 Paul Lam，預訂接人事宜。

欲了解更多資訊或有疑問，請與您的社區聯絡員聯繫
Paul Lam: PLam@mercyhousing.org
電話: (415) 885-0362 | 辦公室: 1711 Sunnydale Ave.

Focus Group Agenda

Sunnydale HOPE SF Resident Relocation Planning

March 2016 Resident Focus Group

AGENDA

Welcome!

1. Introductions
2. Review Ground Rules and Agenda
 - ❖ Participation is important.
 - ❖ Listening is important.
 - ❖ We will all be respectful.
 - ❖ Only one conversation at a time.

Sunnydale HOPE SF Master Plan and Construction *By Ramie*

What is Right to Return and Good Standing? *By David*

What Should I Know About Relocation? *By Rosalba*

- ❖ Relocation laws protect residents.
- ❖ Households will be provided relocation counseling and assistance.
- ❖ Residents should be engaged in the Sunnydale Relocation Plan.
- ❖ Each household should be interviewed by Relocation Coordinator.
- ❖ Resident households need to remain in good standing until the move to be eligible for relocation benefits.

We want to hear from residents *By Lafu and Larry*

1. Do you feel you understand the purpose of this relocation planning process and the next steps that will take place for you and your household?
2. Do you feel comfortable speaking with Mercy's relocation coordinator for your household interview? What would make you feel more comfortable or willing to share?
3. Do you prefer that the household interview take place in your apartment or in a private office at the Health and Wellness Center?
4. How can we improve this planning and relocation process for you and your household? What are you most concerned about?
5. What other information do you feel you need at this time about the relocation planning process?

Conclusion *By David*

- ❖ Resident Relocation Planning Meeting Monday April 4 at 5:30pm – 7:30pm
- ❖ Please sign up for your Household Interview
- ❖ Raffle
- ❖ Thank you!

Sunnydale Meeting Notes

Relocation Meeting Focus Groups - Chinese: March 15, 2016

Presentation Notes

Project Overview – Ramie Dare, Mercy Housing

- Ramie Dare welcomed residents. Provided similar information as was provided in the February 11 and 27 meetings.

Right to Return/Good Standing – David Fernandez, Mercy Housing

- Advised that residents would have to move temporarily while new units are being constructed. Advised that residents would have right to return to new unit so as long as they remain in good standing.
- Advised keys to remaining in good standing are paying rent and abide by other terms of their lease. Remaining in good standing also protects their right to relocation assistance.
- Explained that right to return benefit applies to the entire household and they would not be able to split.
- Explained rents would continue to be based on 30% of the household's income.
- Presented the Right-to-Return handout.

Relocation Details - Rosalba Navarro-Jindrich, Mercy Housing

- Advised that the residents will be protected by federal relocation law.
- Advised that the legal requirements will be detailed in the master relocation plan. Plan will go out for 30-day review and comment period and will have to be approved by SFHA.
- Advised that due to the right to return no households will be displaced and the intent will be to move all households within the property during construction.
- Advised that no one has to move now. There is plenty of time to plan.
- Advised they will be provided with moving and counseling assistance. No out of pocket costs required by them during relocation. Includes any utility transfer fees and other reasonable costs.
- Advised that they will have a say in where they move to for their relocation housing.
- Requested that they sign up for an interview with Mercy's relocation team so they can learn more about them and their needs. Initial meetings are intended to inform Mercy's relocation planning.
- Advised that around 6 months from the households temporary relocation, Mercy will meet with the household again to verify information and ensure they understand the household's needs.
- Presented the relocation handout.

- Advised that if they move after receiving a GIN but before notified of their eligibility, they will forfeit their relocation assistance. Must remain in good standing after receiving eligibility letter/notice.
- Advised they will prepare the households for the move by developing an individual relocation plan with them.
- Advised they will receive a 90, 60, 30 day notices before they need to move. Mercy Relocation team will meet face to face with each household and provide an orientation with them prior to their move.
- Advised that the relocation team will be onsite to coordinate moves with them.
- Advised the household move would occur in one day.
- Advised until a new unit is ready for them and they move in, they will still be under SFHA management.

Attendees Questions/Answers (All from Residents Unless Otherwise Noted)

1. **When will I get my deposit back?** Will need to bring information back to them at a later time regarding this question.
2. **Will washing machines be in unit or will there be public laundry rooms?** Units will not have washers and dryers. NOTE: No further questions on this topic will be recorded.
3. **Will they be assisted getting rid of their personal washers and dryers?**
4. **Will there be an independent house with direct access to the unit from the street/sidewalk?** Design of buildings will vary. Additional design meetings will be held in May to further discuss building design issues such as access.
5. **Can we pick where we move since we are having to move for construction?** Please let us know what your preferences are when we interview you.
6. **When will they receive the exact move out date?** When we interview your household now and 6 months before your move, we will provide you with an approximate date of the household move. We will also provide the household with a 90-day Notice before the move date with an approximate date that may change. The exact move out date will be given at the orientation two weeks prior to the move so that households have time to request transfers of telephone service, take time off from work and other logistics needed for their move. The address for temporary unit will also be given two-weeks in advance. *NOTE: URA and other applicable regulations require a date certain 30-day notice; this notice will be provided. RAD requires temporary address given in the 30-day notice.*
7. **How long will they be in the temporary unit?** Until a new unit is ready for them.
8. **Question 7 was re-asked.** Explained that the earliest approximate dates will be shared 6 months advance through the verification/follow-up interview process.

9. **Where will they arrange moves to temporary housing?** Intent is to keep everyone on-site.
10. **Will they have the opportunity to move from Sunnydale? Resident indicated they wanted to move to affordable units in another neighborhood.** If a household wants to move to other housing away from Sunnydale, please let Mercy know. *NOTE: Housing options are presently being reviewed by Sunnydale Development Co. and SFHA.*
11. **Will they meet with everyone 6-months in advance?** Yes we will do so phase by phase.
12. **Will everyone in the household be moved?** Yes. If the household has additional household members not on the lease, the household needs to correct that with the housing authority so an appropriate sized housing unit can be provided temporarily and permanently. Having persons not on the lease is in violation of the lease and will jeopardize their good standing, right to return and relocation assistance. All units will have occupancy limits and the household must be able to meet those limits.
13. **Can they get multiple units for the household?** No.
14. **How will they improve safety? Will they be doing background checks? Residents hear gun shots.** Safety measures such as building access control will be addressed through design. There will be on-site management staff residing at the property. Cameras will be installed.
15. **There are rules now that aren't being followed? What will change?** The Sunnydale property management is currently understaffed. The new construction units will be in affordable buildings with Mercy property management, which will be staff on site including a manager, janitorial and maintenance staff.
16. **Will the buildings have elevators?** Yes.
17. **Why does Mercy need to meet with residents personally?** So Mercy can understand the household's personal relocation needs.
18. **Will we have to pack our own stuff?** If you have physical impairments, movers will help you pack. Movers will move everything. But we expect most tenants will want to pack themselves.
19. **What if damage occurs?** Mercy will do best to inspect items and ask residents to do the same. If damage occurs, the movers will be held responsible.

Mercy Relocation Staff asked focus group participants these questions:

1. **Do you feel you understand the relocation process and the next steps for your household?** *Asked for a show of hands and majority stated they did.*
2. **Do you feel comfortable talking to us? If not what would make you feel more comfortable?** *NOTE: Asked for a show of hands; majority said yes.*
 - a. Resident asked: "Can I ask you (relocation staff) anything?" Mercy's response: Yes. Relocation staff will answer your questions and as needed get additional information for them. Mercy Relocation Staff is there for them and to assist them during the relocation process.
3. **Do you prefer to meet in your unit or at the Health and Wellness Center or the YMCA? Private spaces will be available. If a household needs an accommodation, staff can come to their homes.** *Most selected the YMCA office and Wellness Center. One stated in their home.*
4. **How can we make the process better? What are your concerns?** *NOTE: No responses given to this question. Resident's comments and questions asked were related to safety.*
5. **Is there are any other information you need to understand or feel more comfortable with the relocation planning process?** *NOTE: No responses given to this question. Mercy staff reminded them to sign up for an interview.*

Sunnydale Meeting Notes

Relocation Meeting Focus Groups - Spanish: March 15, 2016

Presentation Notes

Project Overview – Ramie Dare, Mercy Housing

- Ramie Dare welcomed residents. Provided similar information as the February 11 and 27 meetings. Included basic overview of relocation plan including relocating resident's onsite to vacant units during construction. Addressed many of the design and security questions raised during the Chinese focus group such as elevators, access control to buildings, and onsite management.

Right to Return/Good Standing – David Fernandez, Mercy Housing

- Reiterated that all residents will have to relocate and everyone at Sunnydale has a right to return to a revitalized housing unit so long as they are in Good Standing.
- Presented the Right-to-Return handout.
- Advised keys to remaining in good standing are paying rent and abide by other terms of their lease. Remaining in good standing also protects their right to relocation assistance.
- Explained that right to return benefit applies to the entire household and they would not be able to split. Project is replacing the public housing units one-for-one.
- Explained that if there are persons in the household not on the lease, the household needs to take steps to add them to the lease to ensure those members are able to move with them to temporary housing and back to their new unit. Referenced SFHA's Add Lease Program. Pointed out that it applies to persons under the age of 18.

Relocation Details - Rosalba Navarro-Jindrich, Mercy Housing

- Advised that the residents will be protected by federal relocation law and other regulations.
- Advised that the legal requirements will be detailed in the master relocation plan. Plan will go out for 30-day review and comment period and will have to be approved by SFHA.
- Advised that due to the right to return no households will be displaced and the intent will be to move all households within the property during construction.
- Advised that should households want to move from Sunnydale it may be considered.
- Advised that no one has to move now. There is plenty of time to plan.

- Advised they will be provided with moving and counseling assistance. No out of pocket costs required by them during relocation. Includes any utility transfer fees and other reasonable costs.
- Advised that they will have a say in where they move to for their relocation housing.
- Requested that they sign up for an interview with Mercy's relocation team so they can learn more about them and their needs. Initial meetings are intended to inform Mercy's relocation planning.
- Advised that around 6 months from the households temporary relocation, Mercy will meet with the household again to verify information and ensure they understand the household's needs.
- Presented the relocation handout.
- Advised that if they move after receiving a GIN but before notified of their eligibility, they will forfeit their relocation assistance. Must remain in good standing after receiving eligibility letter/notice.
- Advised they will prepare the households for the move by developing an individual relocation plan with them.
- Advised they will receive a 90, 60, 30 day notices before they need to move. Mercy Relocation team will meet face to face with each household and provide an orientation with them prior to their move.
- Advised that the relocation team will be onsite to coordinate moves with them.
- Advised the household move would occur in one day.
- Advised until a new unit is ready for them and they move in, they will still be under SFHA management.
- Re-iterated that the households not move until they receive notification.
- Master Relocation Plan will be developed with your help.

Attendees Questions/Answers (All from Residents Unless Otherwise Noted)

1. **Resident asked if they will have to live next to the same people when they move back?** Arrangements to move you to a unit next to or away from your current neighbors can be considered.
2. **Is it possible that we would be moved to Potrero Hill if the Sunnydale units aren't ready?** *NOTE: Potrero Hill likely not available due to similar process occurring.*
3. **Will we have all new neighbors or the same?** It is important to advise us so we can try to make arrangements to separate you if you choose. That is why it's important for you to inform us of these issues.
4. **Is there a specific familial relationship people have to have to for people to be on the lease?** All persons have to be properly screened by SFHA. This

- includes care takers. Persons do not have to be related to each other. Important for households to make SFHA aware of any changes to the household and get persons properly documented on the lease.
5. **I received a letter stating I need to add a friend of mine to the lease who used my address. Do I have to do that?** All persons must be on the lease if they are claiming the unit as their residence.
 6. **Why is all of this happening? Is it to reduce crime?** Sunnydale was selected due to its age, condition to be transformed to improve the lives of residents.
 7. **How will all the new people be accommodated? Concerned about more people and more crime.** To accommodate the new buildings will be elevator buildings that are 3 and 4 stories tall. The new development will be a mix of households at different incomes in addition to housing for existing Sunnydale-Velasco residents.
 8. **Will the market rate units be rental or homeownership?** Ownership. There may be some rental units.
 9. **Who is in charge of relocation?** Mercy Housing has a relocation team. Reintroduced team and directed attendees to their contact information in handouts.
 10. **Is there a relocation office?** Yes. 1657 Sunnydale Ave.
 11. **Will there be Spanish speaking staff to help us?** Yes. Rosalba and Carmen and Ruth from Mercy Relocation are Spanish speaking.
 12. **After the relocation is there a minimum time we can stay here? Or will we be kicked out after 3 years?** You are protected by the Right to Return, which states that households in good standing will get a new revitalized housing unit and that will be your permanent home.
 13. **Will we communicate with Mercy or SFHA for management related units?** Prior to moving into a new construction unit, SFHA continues to be your property manager. After you move into your new permanent unit, Mercy Housing will be your property manager.
 14. **Do we have a right to have Spanish speaking property management staff?** Not a right, but Mercy will address language needs of the residents. We do want the residents to feel comfortable.
 15. **There are some programs here, but there are not people who speak Spanish and we cannot participate.** Mercy will take comment into consideration for future programming.
 16. **Concerned that new services, such as child care, will be out of their means.** The new child care centers are in the third phase so there is time to work with residents to determine how these and other services can be affordable for residents.

17. Will the property be smoke free? Yes.

18. What utilities will be included in rent? Landlord pays water, sewer and trash. Electric will not be included in rent, but there will be a reduction in rent to account for those costs. Telephone, cable and internet is responsibility of the tenant.

Mercy Relocation Staff asked focus group participants these questions:

1. Do you feel you understand the relocation process and the next steps for your household? And the reasons for it? *All concurred.*
2. Do you feel comfortable talking to us? If not what would make you feel more comfortable? *All concurred.*
3. Do you prefer to meet in your unit or at the Health and Wellness Center or the YMCA? Private spaces will be available. If a household needs an accommodation staff can come to their homes. *Plan to meet households at YMCA and Wellness Center.*
4. How can we make the process better? What are your concerns?
 - Get all information in Spanish. Will provide all information in primary language.
 - Can you do more to outreach to the residents? Some residents received notice by mail, but some saw flyers. Some learned through neighbors.
Rosalba asked what are your ideas?
 - Be more specific about what the meetings are for.
 - Post in more locations like the bus shelter.
 - Hold meetings later in the day, such as 6 pm.
 - Put notices in rent statements.
 - Have more community meetings to get to know each other.
5. Is there any other information you need to understand or feel more comfortable with the relocation planning process? *Nothing specifically provided.*

Sunnydale Meeting Notes

Relocation Meeting Focus Groups - Samoan: March 16, 2016

Presentation Notes

Project Overview – Ramie Dare, Mercy Housing

- Ramie Dare welcomed residents. Provided similar information as the February 11 and 27 meetings and the other Focus Group meetings on March 15, 2016. Included basic overview of relocation plan including relocating resident's onsite to vacant units during construction. Addressed property features and management approach including elevators, access control to buildings, and onsite management. Noted that there will be a senior only property of 81 units. Street design will lessen the slope of the streets.

Right to Return/Good Standing – David Fernandez, Mercy Housing

- Reiterated that all residents will have to relocate and everyone at Sunnydale has a right to return to a new housing unit so long as they are in Good Standing.
- If household is in a payment plan for back rent, and they are in compliance with that payment plan, the household is considered to be in Good Standing.
- Presented the Right-to-Return handout.
- Advised keys to remaining in good standing are paying rent and abide by other terms of their lease. Remaining in good standing also protects their right to relocation assistance.
- Explained that right to return benefit applies to the entire household and they would not be able to split. Project is replacing the public housing units one-for-one.
- Explained that if there are persons in the household not on the lease, the household needs to take steps to add them to the lease to ensure those members are able to move with them to temporary housing and back to their new unit.

Relocation Details - Rosalba Navarro-Jindrich, Mercy Housing

- Assured residents that they will be assisted each step along the way.
- Advised that the residents will be protected by federal relocation law and other regulations.
- Advised that the legal requirements will be detailed in the master relocation plan. Plan will go out for 30-day review and comment period and will have to be approved by SFHA.
- Advised that due to the right to return no households will be displaced and the intent will be to move all households within the property during construction.

Some households may be able to be directly transferred to a new unit and not have to be temporarily relocated.

- Advised they will be provided with moving and counseling assistance. No out of pocket costs required by them during relocation. Include cost to hire movers and any utility transfer fees and other reasonable costs.
- Requested that they sign up for an interview with Mercy's relocation team so they can learn more about them and their needs. Initial meetings are intended to inform Mercy's relocation planning.
- Advised that around 6 months from the household's relocation, Mercy will meet with the household again to verify information and ensure they understand the household's needs.
- Presented the relocation handout.
- Advised that they will receive a GIN soon from SFHA.
- Advised that if they move after receiving a GIN but before notified of their eligibility, they will forfeit their relocation assistance. Must remain in good standing after receiving eligibility letter/notice.
- Advised they will prepare the households for the move by developing an individual relocation plan with them.
- Advised they will receive a 90, 60, 30 day notices before they need to move. Mercy Relocation team will meet face to face with each household and provide an orientation with them prior to their move.
- Advised that the relocation team will be onsite to coordinate moves with them.
- Advised the household would occur in one day.
- Advised until a new unit is ready for them and they move in, they will still be under SFHA management.
- Re-iterated that the households not move until they receive notification.
- All information gathered will be kept confidential.
- Interviews to be held at the YMCA, but can also meet at their homes.

Attendees Questions/Answers (All from Residents Unless Otherwise Noted)

1. **Will be washers and dryers per unit?** No. Ramie explained why and that each building will have common laundry rooms that shared by residents that live around that laundry room.
2. **Will there be ADA accessible units for entry at ground floor?** There will be accessible units developed throughout the building, which will have elevators.
3. **I am concerned about size of units.** that the new construction units will be similar size to what you have now and they will be "flats" which means they are all in one level and not two levels.
4. **Elevators are a place where assaults and murders will happen.** We have never had that happen at Mercy Housing. Our properties have safety measures,

such as cameras throughout and on site property management staff. Only residents of that building get keys to the building.

5. **What are the # of future units in each building?** Design concepts explained.
6. **Will parking for the garage be assigned parking?** Yes.
7. **Will the new units have a front door and a backdoor like we have now?** The new units will mostly be in elevator buildings that are three to four stories tall and you enter your apartment through a front door. There will be no back door.
8. **Can we get a larger unit based on family size?** Households will need to inform SFHA of household changes prior to relocation in order to have larger unit size considered.
9. **Can I get in apply for a new construction unit if I don't live in Sunnydale now?** Yes there will be new affordable units constructed that are for the wider community.
10. **Will we have to pay for trash/electrical/water?** You will have to pay the electric bill, and your rent will be reduced by some amount because of that. The landlord (Mercy/Related) will pay for the water, sewer, trash and gas.
11. **Where will we relocate if there are not enough units?** Some households may be relocated off-site during construction.
12. **Will there be storage rooms for personal belongings in the future basements or garage areas?** Design concepts explained.

Mercy Relocation Staff asked focus group participants these questions:

1. **Do you feel you understand the purpose of the relocation process and the next steps for your household?** Yes
2. **Do you feel comfortable talking to us? If not what would make you feel more comfortable?** Yes
3. **How can we make the process better? What are your concerns?**
 - A resident explained that they will tell them more during household interview.
4. **Is there are any other information you need to understand or feel more comfortable with the relocation planning process?** No

Sunnydale Meeting Notes

Relocation Meeting Focus Groups - Seniors: March 16, 2016

Presentation Notes

Project Overview – Ramie Dare, Mercy Housing

- Ramie Dare welcomed residents. Provided similar information as February 11 and 27 meetings and the other Focus Group meetings on March 15-16, 2016. Included basic overview of relocation plan including relocating resident's onsite to vacant units during construction. Addressed property features and management approach including elevators, access control to buildings, and onsite management. Noted that there will be a senior only property of 81 units. Street design will lessen the slope of the streets.

Right to Return/Good Standing – David Fernandez, Mercy Housing

- Reiterated that all residents will have to relocate and everyone at Sunnydale has a right to return to a new housing unit so long as they are in Good Standing.
- If household is in a payment plan for back rent, and they are in compliance with that payment plan, the household is considered to be in Good Standing.
- Presented the Right-to-Return handout.
- Advised keys to remaining in good standing are paying rent and abide by other terms of their lease. Remaining in good standing also protects their right to relocation assistance.
- Explained that right to return benefit applies to the entire household and they would not be able to split. Project is replacing the public housing units one-for-one.
- Explained that if there are persons in the household not on the lease, the household needs to take steps to add them to the lease to ensure those members are able to move with them to temporary housing and back to their new unit.

Relocation Details - Rosalba Navarro-Jindrich, Mercy Housing

- Assured residents that they will be assisted each step along the way.
- Advised that the residents will be protected by federal relocation law and other regulations.
- Advised that the legal requirements will be detailed in the master relocation plan. Plan will go out for 30-day review and comment period and will have to be approved by SFHA.
- Advised that due to the right to return no households will be displaced and the intent will be to move all households within the property during construction.

Some households may be able to be directly transferred to a new unit and not have to be temporarily relocated.

- Advised they will be provided with moving and counseling assistance. No out of pocket costs required by them during relocation. Include cost to hire movers and any utility transfer fees and other reasonable costs.
- Requested that they sign up for an interview with Mercy's relocation team so they can learn more about them and their needs. Initial meetings are intended to inform Mercy's relocation planning.
- Advised that around 6 months from the households temporary relocation, Mercy will meet with the household again to verify information and ensure they understand the household's needs.
- Presented the relocation handout.
- Advised that they will receive a GIN in the next two weeks from SFHA.
- Advised that if they move after receiving a GIN but before notified of their eligibility, they will forfeit their relocation assistance. Must remain in good standing after receiving eligibility letter/notice.
- Advised they will prepare the households for the move by developing an individual relocation plan with them.
- Advised they will receive a 90, 60, 30 day notices before they need to move. Mercy Relocation team will meet face to face with each household and provide an orientation with them prior to their move.
- Advised that the relocation team will be onsite to coordinate moves with them.
- Advised the household would occur in one day.
- Advised until a new unit is ready for them and they move in, they will still be under SFHA management.
- Re-iterated that the households not move until they receive notification.
- All information gathered will be kept confidential.
- Interviews to be held at the YMCA and Wellness Center, but can also meet at their homes.

Attendees Questions/Answers (All from Residents Unless Otherwise Noted)

1. **Will there be any differences between the affordable and market rate apartments? Question concerned primarily with the finishes and features.**
Market rate units are planned to be ownership units and affordable units will be rentals. Market rate units will be developed by other builders. The affordable and the market rate units will both be really nice!
2. **When will the Velasco building be demolished?** Approximately 2019.
3. **Where will disabled tenants in the Velasco building move to permanently?**
There will be accessible units developed in all of the new affordable buildings.

4. **Will any of the things shown on the Relocation Timeline happen in the next 9 months?** Just the GIN distribution and the interviews.
5. **Will persons under the age of 62 be able to move in the senior building?**
No. There will be other units available for disabled residents. A caretaker assisting a senior can move into the senior building with the senior.
6. **Will units be sound proofed? We can hear our neighbor's conversations right now.** Yes, the new units will be sound proofed. Building code requires noise mitigation.
7. **Can seniors move to a unit separately from their family?** Households cannot split into more than one unit.
8. **Will there be assigned parking?** Yes.
9. **Will I have to pay for my own packing?** No. If you need help packing Mercy will pay for it.
10. **Will the building be a sign in and sign out building? My grandson and daughter have the key to my apartment and currently visit me now to check on me. Can they do that in the new building?** We can work with you and Mercy property management to see how we can make sure your family can visit you to take care of you in your new unit.
11. **I do not want to move twice. I am too old to do all that.** Let's meet in your household interview and get your information. We will try to see if we can move you just once.

Mercy Relocation Staff asked focus group participants these questions:

1. **Do you feel you understand the purpose of the relocation process and the next steps for your household?** All concurred they do.
2. **Do you feel comfortable talking to us? If not what would make you feel more comfortable?** All concurred they do.
3. **How can we make the process better? What are your concerns?**
 - More communication and notification regarding the meetings.
 - Post on bus stop shelters, bulletin boards, other highly visible areas.
4. **Is there any other information you need to understand or feel more comfortable with the relocation planning process?** No

E. SAMPLE RELOCATION FORMS

2008 GENERAL INFORMATION NOTICE

**SAN FRANCISCO HOUSING AUTHORITY 440 Turk Street • San Francisco CA •
94102 (415) 554-1200**

September 11, 2008

GENERAL INFORMATION NOTICE – Notice of Non-Displacement
DO NOT MOVE NOTICE

Insert name

Insert address

Dear insert name:

The San Francisco Housing Authority ("Authority") has selected a development team, [name of development team], which consists of (collectively, the "Developer"), to develop a revitalization plan for the [insert name of site where tenant lives]. On [date], the Authority entered into an Exclusive Negotiating Rights Agreement with the Developer to redevelop [name of site]. The revitalization plan is expected to result in the replacement of the existing housing on the site along with new redeveloped mixed-income housing. It is the Authority's intent that all residents in good standing will be relocated to the new housing upon completion. It is also the policy of the Authority that all residents of [insert site name] are treated fairly and that each case is handled in accordance with Federal and State relocation law.

This notice is to inform you of your rights under Federal and State law. If you are displaced for the project, you potentially may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, or section 7260 et. seq. of the California Government Code. This is not a notice to vacate the premises nor is it a notice of eligibility for relocation assistance. Do not move at this time.

We urge you not to move anywhere at this time. Please contact Dominica Henderson before you make plans to move at (415) 715-3210. Staff is available Monday through Friday, from 8:00 AM to 6:00 PM. If you elect to move away for reasons of your choice, you will not be provided relocation assistance.

As part of the revitalization process, the Authority is obligated to meet certain requirements as described below. Before any relocation can begin, the Authority must: Obtain approval from HUD for the proposed disposition of the property to the Developer; and Develop a relocation plan in consultation with the residents; and Give you a minimum of a 90-day notice prior to this temporary or permanent move; and give you the option to perform a self-move or obtain the services of an approved professional moving company. You will be reimbursed for all reasonable moving costs, subject to prior approval. Additional alternatives are being developed to minimize hardships relating to the moves.

You should continue to pay your monthly rent and, if applicable, your stipulated or repayment agreement promptly to the Authority because failure to pay rent and meet your obligations as a tenant, as outlined in your Lease Agreement, may be cause for eviction and loss of any relocation assistance you might be eligible for. You are urged not to move or sign any agreement to lease a unit elsewhere before receiving formal notice of eligibility for relocation assistance from the Authority. If you move or are evicted before receiving such notice, you may not receive any assistance. Again, **this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.** This letter is important and should be kept in a safe place. We look forward to assisting you during this transition. Authority staff is available to answer any questions you may have about the revitalization process. If you have any questions regarding the relocation process, please contact Dominica Henderson at (415) 715-3210.

Thank you for your continuing efforts in rebuilding your community!

Sincerely,
Henry A. Alvarez III
Executive Director

SAMPLE RAD RELOCATION NOTICE
(To be used if RAD funds are awarded)

PHA Letterhead

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Dear [Head of Household]:

The property you currently occupy at the Sunnydale-Velasco Public Housing property is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

[SELECT THE APPLICABLE PARAGRAPH BELOW]

On [date], the [Public Housing Authority] (PHA) notified you of proposed plans to demolish the property you currently occupy at [address]. On [date], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project.

OR

[Name of entity acquiring the property] (Developer) intends to develop the property you currently occupy. This is a Notice of Intent to Acquire. In order for the Developer to complete the project, you will need to be relocated for [anticipated duration of relocation]. Upon completion of the project, you will be able to lease and occupy another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and move to a newly constructed unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now.** If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive

written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a).

If you choose temporary relocation, your relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA. However, you will also have the opportunity to continue residing in the temporary relocation housing unit made available to you for the duration of the period required to construct a new housing for you.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Temporary Housing, which may be on or off-site that will be decent, safe and sanitary. Should there be increased cost for this unit; the Developer will pay those costs on your behalf. You will be notified of its location at least 30 days prior to your move date.
- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move or have the moving cost paid on your behalf. Moving cost include the cost of material, labor, equipment and insurance necessary to move you to temporary housing and any utility transfer fees.
- Advisory services including but not limited to assistance coordinating your move, making requests for reasonable accommodations, preparing any necessary claim forms, and other services your household may require related your relocation.

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. You will be able to elect to have a professional moving company move your household goods to your replacement housing unit. This service will be paid for on your behalf by the Developer. Or you may choose your own mover. The movers cost cannot exceed the lowest responsible bid received by the Developer. You will be required to enter into a self-move agreement should you elect to hire your own mover. Or you may elect a fixed move payment based on the current federal fixed move payment schedule provided below, which is based on the number of

moveable rooms. Your relocation specialist will calculate this payment for you and prepare the appropriate claim form.

Applicable Fixed Move Payment Schedule

# of Moveable Rooms	Typical Unit Size Equivalent	Payment Amount
2 Rooms	Typical Studio	\$880
3 Rooms	Typical 1 BR	\$1,100
4 Rooms	Typical 2 BR	\$1,295
5 Rooms	Typical 3 BR	\$1,570
6 Rooms	Typical 4 BR	\$1,815
Additional Rooms	i.e. outdoor storage	\$250

Replacement Housing Payment – Section 8 Eligible. If a Section 8 Housing Choice Voucher is available and you are eligible for it, you will be notified under a separate notice. The HCV may satisfy all of your monthly housing cost. If you have increased out of pocket cost you may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.

OR

Replacement Housing Payment – Non Section 8 Eligible. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

Address Rent & Utility Costs Contact Info:

1. _____
2. _____

3.

[Applies to Non-Section 8 Eligible Occupants] We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

[Applies to Section 8 Eligible Occupants] We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount]. This rent and utility is within the current payment standard for the area. If Section 8 eligible rents increase, you may be entitled to additional relocation assistance. If this is the case, the information will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a replacement housing payment on the monthly rent differential amount between either 30% of your income or your current rent and utilities, and the contract rent for the replacement housing unit. If you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled. Please do not rent or purchase a replacement property prior to discussing your relocation assistance with us.

This letter is important to you and should be retained.

Sincerely,

Print name:
Title:

Enclosure/s

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

Received by Delivered on/by: _____ / _____

X _____
Recipient's Signature Posted on/by: _____ / _____

Mailed/receipt received on: _____ / _____

SAMPLE 90 DAY NOTICE TO VACATE (NON-RAD PROJECT)

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Dear [Head of Household]:

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<< CASE ID >>

As you are aware the Sunnysdale Development Co. (Developer) has commenced some of the construction of the new Sunnysdale HOPE SF development (Project). You have been previously advised in the General Information Notice [Insert GIN Date] and other communications that the Project would require you to relocate from your current unit to a relocation housing unit identified for your household. We estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 90 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on <<90DAY START>>. You are hereby to quit and deliver up possession of the property you occupy on or before <<90DAY END>>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Sunnysdale. This assistance includes the following:

Relocation Housing – You will be provided with a decent, safe and sanitary (DS&S) relocation housing unit. This housing will provide adequate sleeping area for all persons lawfully in the household as documented on your current lease. This unit may be located at the property or at an off-site location. This unit will be available to you for the entire period required for the construction of a new unit that meets your permanent housing needs at Sunnydale. Additional details about the housing assigned to your household and its responsibilities at the housing will be provided to you in your 30 Day Notice to Vacate and other documents prior to your move to the housing.

Moving Assistance – We have hired [*Name of Moving Company*] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Relocation staff and a moving company representative will conduct a walk-through of the Premises prior to the move to ensure that they have the necessary labor, materials, and equipment available on move day. You are invited to accompany them and will receive advanced notice of this walk-through. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – You will be provided with a date certain 30-day Notice to Vacate. If the date in that notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*Name, Phone Number and E-mail of contact person*].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

Delivered on/by:

/_____

Received by
X _____
Posted on/by:

/_____

Recipient's Signature

Mailed/receipt received on:

/_____

SAMPLE 90 DAY NOTICE TO VACATE – IF RAD IS APPLICABLE

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<< CASE ID >>

Dear [Head of Household]:

As you are aware the Sunnydale Development Co. (Developer) has commenced some of the reconstruction of Sunnydale (Project).

You and your household were previously notified of the plans to demolish the property you now occupy located at [Insert Address] ("Premises") in the RAD Relocation Notice delivered to you on [Insert Date]. At that time, you were advised the Project would require you to relocate from your current unit to a relocation housing unit identified for your household. We estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 90 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on <<90DAY START>>. You are hereby to quit and deliver up possession of the property you occupy on or before <<90DAY END>>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Sunnydale. This assistance includes the following:

- Relocation Housing** – You will be provided with a decent, safe and sanitary (DS&S) relocation housing unit. This housing will provide adequate sleeping area for all persons

lawfully in the household as documented on your current lease. This unit may be located at the property or at an off-site location. This unit will be available to you for the entire period required for the construction of a new unit that meets your permanent housing needs at Sunnydale. Additional details about the housing assigned to your household and its responsibilities at the housing will be provided to you in your 30 Day Notice to Vacate and other documents prior to your move to the housing.

Moving Assistance – We have hired [*Name of Moving Company*] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Relocation staff and a moving company representative will conduct a walk-through of the Premises prior to the move to ensure that they have the necessary labor, materials, and equipment available on move day. You are invited to accompany them and will receive advanced notice of this walk-through. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – You will be provided with a date certain 30-day Notice to Vacate. If the date in that notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [*Name, Phone Number and E-mail of contact person*].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

_____ Delivered on/by:

/_____

Received by

X _____

Posted on/by:

/_____

Recipient's Signature

_____ Mailed/receipt received on:

/_____

**30 DAY NOTICE TO VACATE
APPLICABLE FOR RAD AND NON-RAD PROJECTS**

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<< CASE ID >>

Dear [Head of Household]:

As you are aware the Sunnydale Development Co. (Developer) has commenced some of the reconstruction of Sunnydale (Project).

You and your household were previously notified in the 90-day Notice to Vacate dated [Insert Date] of 1) The plans to demolish the property you now occupy located at [Insert Address] ("Premises"); 2) The requirement to vacate your unit approximately 90-days from that notice; 3) The relocation assistance you would be provided; and 4) Your household's responsibility to vacate in accordance with that notice.

As stated in that notice, we estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 30 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on <<30DAY START>>. You are hereby to quit and deliver up possession of the property you occupy on or before <<30DAY END>>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Sunnydale. This assistance includes the following:

Relocation Housing Location – You will be provided with a relocation housing unit located at [Insert Address]. You will be required to sign a new lease/use agreement for this relocation housing unit and you will be obligated to abide by all house rules for the property where it is located. This unit has been deemed to meet your household's needs and provide adequate sleeping space and accessibility features based on the documented needs of your household. If you disagree with this location you must notify your Relocation Specialist within 3 days of receipt of this notice.

Moving Assistance – We have hired [Name of Moving Company] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Relocation staff and a moving company representative will conduct a walk-through of the Premises prior to the move to ensure that they have the necessary labor, materials, and equipment available on move day. You are invited to accompany them and will receive advanced notice of this walk-through. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – If the date within this notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you disagree with any determinations in this notice, you may file a written appeal to the [Developer] in accordance with the appeals procedures approved in the Master Relocation Plan. The Developer will provide you with complete appeals instructions upon request.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Phone Number and E-mail of contact person].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

_____ Delivered on/by:

/_____

Received by
X _____ Posted on/by:

/_____

Recipient's Signature
_____ Mailed/receipt received on:

/_____

**SAMPLE 7 DAY NOTICE TO VACATE
APPLICABLE TO RAD AND NON-RAD PROJECTS**

[Date]

[Head of Household] and All Other Lawful Occupants
[Address]

Your Relocation Specialist	
Name:	<< NAME >>
Phone:	<< PHONE >>
Case ID:	<< CASE ID >>

Dear [Head of Household]:

As you are aware the Sunnydale Development Co. (Developer) has commenced some of the reconstruction of Sunnydale (Project).

You and your household were previously notified in the 30-day Notice to Vacate dated [Insert Date] of 1) The plans to demolish the property you now occupy located at [Insert Address] ("Premises"); 2) The requirement to vacate your unit approximately 90-days from that notice; 3) The relocation assistance you would be provided and the location of your relocation housing; and 4) Your household's responsibility to vacate in accordance with that notice.

As stated in that notice, we estimate that you will need to relocate for approximately [Anticipated Duration of Relocation]. When construction of a new unit that meets your household's needs is complete, you will be able to move into that new unit.

We will soon be ready to proceed with the demolition of your current unit and implement the relocation plan. You will be required to vacate the Premises prior to demolition activity commencing.

This is your 7 Day Notice to Vacate.

Notice is hereby given that the Developer elects to terminate your tenancy at the Premises on << 7DAY START >>. You are hereby to quit and deliver up possession of the property you occupy on or before << 7DAY END >>. If you do not vacate the Premises on that date, the Developer will initiate legal proceedings to recover possession of the Premises, along with any rents and damages. Such legal proceedings will jeopardize your rights to receive relocation assistance under the Uniform Relocation and/or California Relocation Assistance Law. In addition you will forfeit your Right to Return to Revitalized Housing

Please be assured that you are eligible for assistance to help you relocate to relocation housing for the duration of the reconstruction required to provide you with a new unit at Sunnydale. This assistance includes the following:

Relocation Housing Location – You will be provided with a relocation housing unit located at [Insert Address]. You will be required to sign a new lease/use agreement for this relocation housing unit and you will be obligated to abide by all house rules for the property where it is located. This unit has been deemed to meet your household's needs and provide adequate sleeping space and accessibility features based on the documented needs of your household.

Moving Assistance – We have hired [Name of Moving Company] who will provide all moving services needed including material, labor and equipment necessary to pack and move you and your household to your relocation housing unit. Advanced packing materials will be made available to you upon request. The moving company will provide full value replacement insurance for the move. Should you have any utility transfer fees, you shall be reimbursed the actual and reasonable costs as documented in an invoice or other proof of cost.

Storage – Storage of personal property is not anticipated to be necessary during the move. If storage becomes necessary it will be provided for you.

Further Notifications – If the date within this notice changes for any reason, you will be notified of the revised date in a 7-day Notice to Vacate and/or other notifications.

Other Assistance Required – If you have any special needs that the Relocation Specialist indicated above should be aware of, please contact them immediately to make any arrangements or seek any Reasonable Accommodations you require.

If you disagree with any determinations in this notice, you may file a written appeal to the [Developer] in accordance with the appeals procedures approved in the Master Relocation Plan. The Developer will provide you with complete appeals instructions upon request.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Phone Number and E-mail of contact person].

This letter is important to you and should be retained.

Name

Title

Signature

RESIDENT ACKNOWLEDGMENT OF RECEIPT/PROOF OF SERVICE

_____ Delivered on/by:

/_____

Received by
X _____ Posted on/by:

/_____

Recipient's Signature

_____ Mailed/receipt received on:

/_____

**SAMPLE
RELOCATION EXPENSE PAYMENT/REIMBURSEMENT
CLAIM FORM**

Relocation Information

Project Name:
Claimant Name:
Project Address:
Temporary/Permanent Replacement Address:
Purpose/Type of Payment:
Backup Documentation Used in Calculation of Payment:
Total Payment Amount:
Issue Check Payable To:

Certification by Claimant: I certify that I have not submitted any other claim for the relocation payment listed and I have not been paid by any other source. Furthermore, I certify that by accepting the "Total Payment Amount" described above represents the entire claim for the relocation expense described above.

Claimant

Signature/Date: _____

Claim Approval

Payment Action (Initial Payment)	Initial Payment Amount	Signature	Date
Recommended			
Approved			

F. RELOCATION APPEAL / GRIEVANCE PROCEDURES

Purpose

The purpose of this procedure is to set forth the guidelines of the San Francisco Housing Authority ("Authority") for processing appeals to determinations as to relocation eligibility, the amount of a relocation payment, or the failure to provide comparable replacement housing referrals.

Right of Review

(a) Any appellant, that is any person who believes him/herself aggrieved by a determination by the Authority as to eligibility, the amount of a relocation payment or failure to provide comparable replacement housing referrals, may, at his or her election, have his/her claim reviewed and reconsidered by the Authority in accordance with the procedures set forth herein, as supplemented by the procedures the Authority may establish for the conduct of hearings.

(b) A person or organization directly affected by the relocation project may petition the California Department of Housing and Community Development ("HCD") to review the Authority's final relocation plan to determine if the plan is in compliance with state laws and guidelines, or to review the implementation of the relocation plan to determine if the Authority is acting in compliance with its relocation plan.

Notification to Appellant

If the Authority denies or refuses to consider a claim, the Authority's notification to the appellant of its determination shall inform the appellant of its reasons, and the applicable procedures for obtaining review of the decision. If necessary, such notification shall be printed in a language other than English.

Stages of Review by the Authority

(a) **Request for Further Written Information.** An appellant may request the Authority to provide him or her with a full written explanation of its determination and the basis therefore, if he/she feels that the explanation of the Authority's determination accompanying the payment of the claim or notice was incorrect or

inadequate. The Authority shall provide such an explanation to the appellant within three (3) weeks of its receipt of his or her request.

(b) **Informal Oral Presentation.** An appellant may request an informal oral presentation before seeking formal review and reconsideration. A request for an informal oral presentation shall be filed with the Authority within the period described in subsection (d) of this section. The Authority shall afford the appellant the opportunity to make such presentation before a management-level Housing Authority staff person designated by the Executive Director and who has not previously participated in the relocation decision. The appellant may be represented by an attorney or other person of his/her choosing at his/her expense.

This oral presentation shall enable the appellant to discuss the claim with the designated Housing Authority staff person. The designated Housing Authority staff person shall make a summary of the matters discussed in the oral presentation to be included as part of the Authority's file on the appellants relocation. The right to formal review and reconsideration shall not be conditioned upon requesting an oral presentation.

(c) **Written Request for Review and Reconsideration.** At any time within the period described in subsection (d) below, an appellant may file a written request with the Authority for formal review and reconsideration. The appellant may include in the request for review any statement of fact within the appellant's knowledge or belief or other material that may have a bearing on the appeal. If the appellant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefore, the Authority may grant the appellants request by granting the appellant a definite period of time to gather and prepare materials.

(d) **Time Limit for Requesting Review.** An appellant desiring either an informal oral presentation or seeking formal review and reconsideration, shall make a request to the Authority within eighteen (18) months following the date he/she moves from the property.

Formal Review and Reconsideration by SFHA

(a) **General.** The Authority shall consider the request for formal review and shall decide whether a modification of its initial determination is necessary. This formal review shall be conducted by an independent arbitrator (the "Arbitrator"). The Arbitrator shall consider the appeal regardless of form, and the Authority staff shall, if necessary, provide assistance to the claimant in preparing the written claim. When a claimant seeks review, Authority staff shall inform him/her that he/she has the right to be represented by an attorney at the claimant's expense, to present his/her case by oral or documentary evidence, to submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of facts, and to seek judicial review once he/she has exhausted the administrative appeal.

(b) **Scope of Review.** The Arbitrator shall review and reconsider the initial determination of the claimant's case in light of: (1) all material upon which the Authority based its original determination, including all applicable rules and regulations, except that no evidence shall be relied upon where a claimant has been improperly denied an opportunity to controvert the evidence or cross-examine the witness(es); (2) the reasons given by the claimant for requesting review and reconsideration of the claim; (3) any additional written or relevant documentary material submitted by the claimant; (4) any further information which the Arbitrator, in its discretion, obtains by request, investigation, or research, to ensure fair and full review of the claim.

(c) **Determination on Review.** The determination on review by the Arbitrator shall include, but is not limited to: (1) the Arbitrator's decision on reconsideration of the claim; (2) the factual and legal basis upon which the decision rests, including any pertinent explanation or rationale; and (3) a statement to the claimant that administrative remedies have been exhausted and judicial review may be sought. The determination shall be in writing with a copy provided to the claimant. The Arbitrator's decision shall be binding on the Authority.

(d) **Time Limits.** The Authority shall issue its determination on review as soon as possible but no later than six weeks from the date of the hearing. In the case of appeals dismissed for un-timeliness or for any other reason not based on the merits of the claim, the Authority shall furnish a written statement to the claimant

stating the reason for the dismissal of the claim as soon as possible but not later than two weeks from receipt of the last material submitted by the claimant, or the date of the hearing, whichever is later.

Refusals to Waive Time Limitation

Whenever the Authority rejects a request by a claimant for a waiver of the time limits, the claimant may file a written request for reconsideration of this decision, except that such written request for reconsideration shall be filed within ninety (90) calendar days of the claimant's receipt of the Authority's determination.

Extension of Time Limits

The time limits specified may be extended for good cause by the Authority.

Recommendations by Third Party

Upon agreement between the claimant and the Authority, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to the Authority for its final determination. In reviewing the claim and making recommendations to the Authority, the third party or parties shall be guided by the provisions of this Appeals/Grievance Procedure.

Review of Files by Claimant

Except to the extent the confidentiality of material is protected by law or its disclosure is prohibited by law, the Authority shall permit the claimant to inspect all files and records bearing upon his or her claim or the prosecution of the appellant's grievance.

If an appellant is improperly denied access to any relevant material bearing on his or her claim, such material may not be relied upon in reviewing the initial determination.

Effect of Determination on Other Persons

The principles established in all determinations by the Authority shall be considered as precedent for all eligible persons in similar situations regardless of whether or not a person has filed a written request for review. All written determinations shall be kept on file and available for public review.

Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his or her expense at any and all stages of the proceedings set forth in this procedure.

Stay of Displacement Pending Review

If an appellant seeks to prevent displacement, the Authority shall not require the appellant to move until at least twenty (20) calendar days after the Authority has made a determination and the appellant has had an opportunity to seek judicial review. In all cases the Authority shall notify the appellant in writing, twenty (20) calendar days prior to the proposed new date of displacement.

Joint Appellants

Where more than one person believes themselves aggrieved by the failure of the Authority to refer them to comparable permanent replacement housing, the appellants may join in filing a single written request for review. A determination shall be made by the Authority for each of the appellants.

Judicial Review

Nothing in this Appeals/Grievance Procedure shall in any way preclude, or limit a claimant or the Authority from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available herein.

RELOCATION ASSISTANCE APPEAL FORM

INSTRUCTIONS: This is an appeal of a determination made by the Displacing Agency under the California Relocation Assistance Law (Government Code, Section 7260 et seq.) or Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC §§4601 et. seq.). Complete this document, explaining the nature of your complaint and reasons for this appeal below. Attach extra pages if needed. You will be notified of the date when your complaint will be considered.

Claimant:		Agency:	
Site Address:		Project:	
Mailing Address:		Consultant:	
Phone number:		Case ID:	

Claimant Type: Residential Tenant	This appeal is based on: <input type="checkbox"/> Eligibility only <input type="checkbox"/> Amount of Payment only <input type="checkbox"/> Eligibility amount
Appeal Type: <input type="checkbox"/> Request for Further Written Information <input type="checkbox"/> Informal Oral Presentation <input type="checkbox"/> Formal Review and reconsideration	
Will you be present at the hearing?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Will you be represented by counsel?: <input type="checkbox"/> Yes <input type="checkbox"/> No

.... continued next page.

Claimant's Statement:

[Empty box for Claimant's Statement]

I certify that the information provided on this form is accurate and complete.

Claimant Signature

Date

G. COMMENTS & RESPONSES TO PLAN & COMMENT PERIOD DOCUMENTS

NOTIFICATION DOCUMENTS

NOTIFICATION OF RELOCATION PLAN AVAILABILITY FOR REVIEW AND COMMENT AND DIRECTIONS TO PROVIDE WRITTEN COMMENTS

April 4, 2016

Delivered: First Class Mail

Dear Sunnydale-Velasco Resident:

As you may be aware, the Sunnydale Development Co. LLC (which is Mercy Housing and Related California) and the San Francisco Housing Authority (SFHA) are proceeding with the relocation planning for the households of the Sunnydale-Velasco Public Housing Community (Sunnydale). The relocation planning is for the future revitalization of Sunnydale with new replacement housing for existing households, new affordable and market rate housing, new parks and streets, and neighborhood services.

Overland, Pacific & Cutler, Inc. (OPC) is writing the Master Relocation Plan for the overall relocation program to be implemented at Sunnydale in accordance with the federal Uniform Relocation Act (URA) and the California Relocation Assistance Guidelines (Guidelines). The Master Relocation Plan provides guidance to the Mercy Housing Relocation Team and provides the Sunnydale with an overview of how they are protected and what they can expect from the relocation program. This plan does not provide specific timelines for when your household may move; those details will be provided to you at a later date by the Mercy Relocation Team, who will help you prepare for your relocation and ensure that you and your household are taken care of during the relocation process.

In accordance with Section 6038 of the Guidelines, this plan shall be made available to you for a period of 30 days to review and provide comment.

A copy of this plan is available for your review at these locations starting on April 4, 2016:

- **Sunnydale Health and Wellness Center at 1711 Sunnydale Avenue.**
- **Mercy Housing and YMCA office at 1657 Sunnydale Avenue.**
- **SFHA Leasing Office at 1654 Sunnydale Avenue.**
- **Boys & Girls Club at 1654 Sunnydale Avenue, Second Floor.**
- **TURF at 1652 Sunnydale Avenue**
- **Vis Valley Strong Families at 1704 Sunnydale Avenue**
- **Samoan CDC at 2055 Sunnydale Avenue**

The plan may also be accessed online at www.sfha.org and www.sfmohcd.org. A summary of the draft Relocation Plan will be presented at a Sunnydale resident meeting on Monday, April 4, 2016 at 5:30pm – 7:30pm at the Sunnydale Community Room at 1654 Sunnydale Avenue.

We solicit and welcome your comments to the Relocation Plan. Please direct written comments and/or questions to:

Chad Wakefield
Overland, Pacific & Cutler, Inc.
7901 Oakport Street, Suite 4800, Oakland, California 94621
cwakefield@opcservices.com

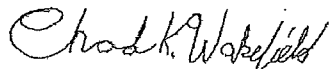
You may send your comments by mail or by email to the address provided above. Your comments must be received at one of the mailing addresses provided above by May 4, 2016 to be considered in the final relocation plan.

This plan will be heard for approval by the San Francisco Housing Authority Commission (Commission) the Summer of 2016. You will receive further written notice regarding the Commission hearing.

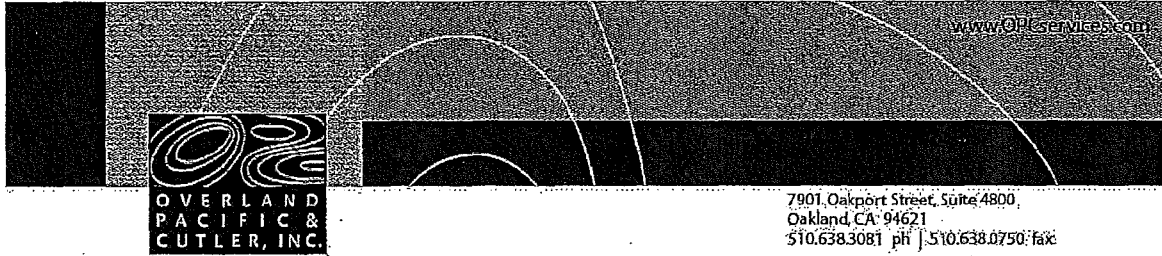
Please be advised that this notice, the summary of the relocation plan, nor the plan are in any way intended to advise residents to begin the relocation process. Please do not take steps to relocate or move prior to receiving advanced notification.

Thank you in advance for your participation in the review and comment process.

Sincerely,



**Chad K. Wakefield, PMP
Senior Project Manager**



**NOTIFICACIÓN DE DISPONIBILIDAD DE PLAN DE REUBICACIÓN PARA REVISIÓN Y
COMENTARIO
E INDICACIONES PARA PROPORCIONAR COMENTARIOS POR ESCRITO**

4 de abril de 2016

Entrega: Correo de primera clase

Estimado residente de Sunnydale-Velasco:

Como ya debe ser de su conocimiento, Sunnydale Development Co. LLC (conformado por Mercy Housing y Related California) y la Autoridad de Vivienda de San Francisco (SFHA, por sus siglas en inglés) están avanzando con la planificación de la reubicación de grupos familiares de la Comunidad de Viviendas Públicas Sunnydale-Velasco (Sunnydale). La planificación de la reubicación es para la revitalización futura de Sunnydale con nuevas viviendas de reemplazo para los actuales grupos familiares, nuevas viviendas asequibles y a precio de mercado, nuevos parques y calles, y nuevos servicios comunitarios.

Overland, Pacific & Cutler, Inc. (OPC) está redactando el Plan Maestro de Reubicación para todo el programa de reubicación general que será implementado en Sunnydale en conformidad con la Ley Federal de Reubicación Uniforme (URA, por sus siglas en inglés) y las Pautas de Asistencia para Reubicación de California (Pautas). El Plan Maestro de Reubicación proporciona orientación al equipo de reubicación de Mercy Housing y brinda a los residentes de Sunnydale un panorama de cómo están protegidos y lo que pueden esperar del programa de reubicación. Este plan no proporciona un cronograma específico para cuando deba mudarse su grupo familiar; esos detalles se los comunicará a usted más adelante el equipo de reubicación de Mercy, quienes lo ayudarán a prepararse para su traslado y se asegurarán que usted y su grupo familiar estén bien atendidos durante el proceso de reubicación.

En conformidad con la Sección 6038 de las Pautas, este plan se pondrá a su disponibilidad por un período de 30 días para revisión y comentarios acerca del mismo.

Una copia de este plan está disponible para su revisión en estos lugares a partir del 4 de abril de 2016.

- **Centro de Salud y Bienestar de Sunnydale en 1711 Sunnydale Avenue.**
- **Mercy Housing y oficina de YMCA en 1657 Sunnydale Avenue.**
- **Oficina de alquileres de SFHA en 1654 Sunnydale Avenue.**
- **Boys & Girls Club en 1654 Sunnydale Avenue, segundo piso.**
- **TURF en 1652 Sunnydale Avenue**
- **Vis Valley Strong Families en 1704 Sunnydale Avenue**
- **CDC samoano en 2055 Sunnydale Avenue**

También se puede acceder al plan en línea en www.sfha.org y www.sfmohcd.org. Se presentará un resumen del borrador del plan de reubicación en una asamblea de residentes de Sunnydale el lunes 4 de abril de 2016 a las 5:30 p. m. – 7:30 p. m. en la Sala Comunitaria de Sunnydale en 1654 Sunnydale Avenue.

Solicitamos y apreciamos sus comentarios sobre el plan de reubicación. Sírvase remitir los comentarios y/o preguntas por escrito a:

Chad Wakefield
Overland, Pacific & Cutler, Inc.
7901 Oakport Street, Suite 4800, Oakland, California 94621
cwakefield@opcservices.com

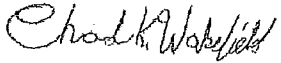
Usted puede enviar sus comentarios por correo postal o correo electrónico a la dirección brindada arriba. Sus comentarios deben recibirse en una de las direcciones postales proporcionadas arriba a más tardar el 4 de mayo de 2016 para que sean considerados en el plan de reubicación final.

Este plan será presentado para su aprobación por la Comisión de la Autoridad de Vivienda de San Francisco (Comisión) este verano de 2016. Usted recibirá más notificaciones sobre la audiencia de la Comisión.

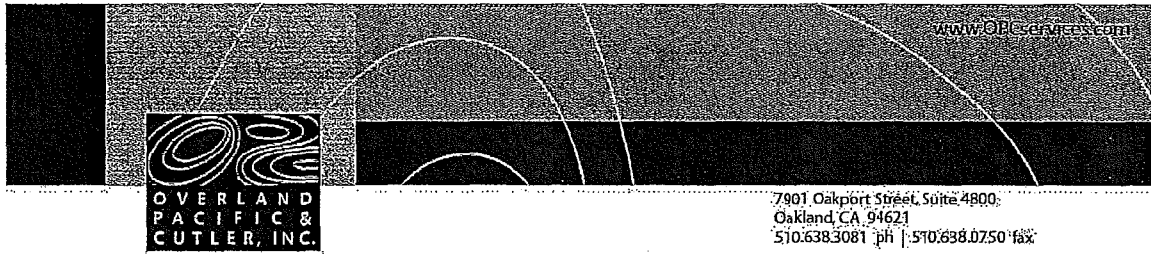
Tenga presente que esta notificación, el resumen del plan de reubicación, ni el plan tienen como fin avisar a los residentes que inicien el proceso de traslado. Por favor no tome medidas para trasladarse o mudarse antes de recibir una notificación por anticipado.

Le agradecemos por anticipado su participación en el proceso de revisión y comentarios.

Atentamente,



Chad K. Wakefield, PMP
Director principal de proyectos



搬遷計劃可供審查和發表意見的通知
以及提供書面意見的說明

2016年4月4日

交付：第一類郵件

親愛的 Sunnydale-Velasco 居民：

您可能知道，Sunnydale Development Co. LLC（即 Mercy Housing 和 Related California）與三藩市住房管理局（SFHA）正在為 Sunnydale-Velasco 公共住房社區（Sunnydale）的住戶制定搬遷規劃。該搬遷規劃是為了今後振興 Sunnydale，把現有的住戶更換成新的負擔得起和市場價格的住房，新的公園和街道，以及社區服務。

Overland, Pacific & Cutler, Inc. (OPC) 正在根據聯邦《統一搬遷法》（URA）和《加州搬遷協助指南》（指南）為將在 Sunnydale 實施的總體搬遷方案制定總體搬遷計劃。總體搬遷計劃為 Mercy Housing 搬遷團隊提供指南，向 Sunnydale 概要說明他們將得到的保護以及他們可以從搬遷方案預期得到的內容。這項計劃並不規定您的家庭可以搬遷的具體時間表；此類細節稍後將有 Mercy 搬遷團隊為您提供，他們會幫助您做好搬遷準備並且確保您和您的家庭在搬遷過程中得到照顧。

根據《指南》第 6038 節，這項計劃應該為您提供一個為期 30 天時間進行審查和提供意見。

從 2016 年 4 月 4 日起，您可以在下列地點查看這項計劃：

- Sunnydale 健康和保健中心，位於 1711 Sunnydale Avenue
- Mercy Housing 和 YMCA 辦公室，位於 1657 Sunnydale Avenue
- SFHA 租賃辦公室，位於 1654 Sunnydale Avenue。
- 男孩和女孩俱樂部，位於 1654 Sunnydale Avenue，二樓
- TURF，位於 1652 Sunnydale Avenue
- Vis Valley 穩固家庭，位於 1704 Sunnydale Avenue
- Samoan CDC，位於 2055 Sunnydale Avenue

這項計劃也可以上網查看：www.sfha.org 和 www.sfmohcd.org。搬遷計劃草案的摘要將於 2016 年 4 月 4 日週一下午 5 時 30 分至晚上 7 時 30 分在 Sunnydale 社區室的 Sunnydale 居民會議中提出，地址是 1654 Sunnydale Avenue。

我們征求並且歡迎您對搬遷計劃提出意見。請將書面意見及/或疑問寄到：

Chad Wakefield
Overland, Pacific & Cutler, Inc.
7901 Oakport Street, Suite 4800, Oakland, California 94621
cwakefield@opcservices.com

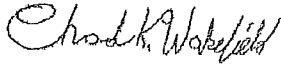
您可以把您的意見通過郵件或電子郵件發送到上面提供的地址。您的意見必須在 2016 年 5 月 4 日之前由上面提供的一個郵寄地址收到，以便在最終搬遷計劃中納入考慮。

這項計劃將於 2016 年夏季由三藩市住房管理局委員會（委員會）通過聽證會審批。您將會收到關於委員會聽證會的書面通知。

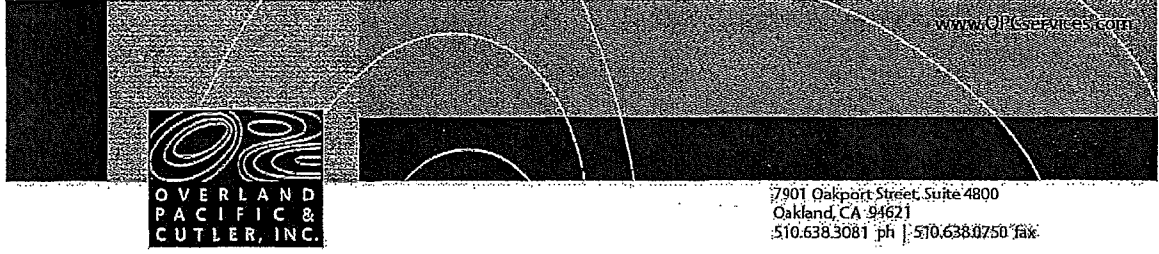
請注意，這項通知、搬遷計劃摘要或者該計劃均不是通知居民開始搬遷過程。在收到提前通知之前，請不要採取任何措施搬遷或搬家。

預先感謝您參與審查和點評過程。

順祝安康，



Chad K. Wakefield, PMP
高級項目經理



**សេចក្តីផ្តើមដំណឹងអំពីផែនការផ្លាស់ប្តូរទីតាំងដែលមានសម្រាប់ការពិពិធករ និងផ្តល់របាយការណ៍ និង ការណែនាំក្នុងការផ្តល់
មតិយោបល់ជាលាយលក្ខណ៍អក្សរ**

ថ្ងៃទី 4 ខែមេសា ឆ្នាំ 2016

ត្រូវបានផ្តល់ជូនដោយ៖ បុគ្គលិកប្រៃសណីយ៍លំដាប់ទីមួយ

ជម្រាបជូនអ្នកស្នាក់នៅអគារ Sunnydale-Velasco ជាទីអាចំរាន

ដូចលោកអ្នកបានដឹងហើយថា ក្រុមហ៊ុន Sunnydale Development Co. LLC (ដែលជាក្រុមហ៊ុនផ្តល់
លំនៅស្ថាននិងពាក់ព័ន្ធផ្សេងៗនៃរដ្ឋកាលីហ្វ័រញ៉ា) និងអាជ្ញាធរលំនៅស្ថាននៃរដ្ឋសាន់ហ្វ្រាន់ស៊ីស្កូ (SFHA)
កំពុងដំណើរការរៀបចំផែនការផ្លាស់ប្តូរទីតាំងសម្រាប់គ្រួសារទាំងឡាយដែលកំពុងស្នាក់នៅសហគមន៍លំនៅស្ថាន
សាធារណៈ Sunnydale-Velasco (ហៅថា Sunnydale)។ ផែនការផ្លាស់ប្តូរទីតាំងនេះ
គឺសម្រាប់ការសើសើរសហគមន៍ Sunnydale ជាមួយនឹងការផ្លាស់ប្តូរទីតាំងលំនៅស្ថានសម្រាប់គ្រួសារ
ដែលកំពុងស្នាក់នៅ លំនៅស្ថានដែលគិតតាមតម្លៃទីផ្សារនិងតម្លៃថ្មី ផ្លូវនិងទីចំណតថ្មី និងសេវាកម្មផ្សេងៗទៀត។

ក្រុមហ៊ុន Overland, Pacific & Cutler, Inc. (OPC) កំពុងធ្វើការសរសេរផែនការមេស្តីពីការផ្លាស់ប្តូរទីតាំង
សម្រាប់កម្មវិធីផ្តល់ជូនទីតាំងរួមដែលនឹងត្រូវអនុវត្តនៅសហគមន៍ Sunnydale ស្របតាមច្បាប់ស្តីពីទម្រង់រួមនៃ
ការផ្លាស់ប្តូរទីតាំងរបស់រដ្ឋសហព័ន្ធ (URA) និងគោលការណ៍ណែនាំជំនួយការផ្លាស់ប្តូរទីតាំងរដ្ឋកាលីហ្វ័រញ៉ា
(គោលការណ៍ណែនាំ)។ ផែនការមេស្តីពីការផ្លាស់ប្តូរទីតាំងផ្តល់ការណែនាំដល់ក្រុមផ្តល់ជូនទីតាំងលំនៅស្ថាន
Mercy និងផ្តល់ Sunnydale នូវទស្សន៍ទូទៅអំពីថាតើពួកគេត្រូវបានការពារនិងអ្វីដែលពួកគេអាចរំពឹងទុក
ពីកម្មវិធីផ្តល់ជូនទីតាំងនេះ។ ផែនការនេះមិនបញ្ជាក់នូវពេលវេលាច្បាស់លាស់ថា នៅពេលណាដែលគ្រួសាររបស់អ្នក

ត្រូវរើរចេញនោះទេ ព័ត៌មានពិស្តារនឹងត្រូវផ្តល់ឱ្យនៅពេលក្រោយដោយក្រុមផ្តល់ប្តូរទីតាំងលំនៅស្ថាន Mercy ដែលនឹងជួយអ្នករៀបចំសម្រាប់ការផ្លាស់ទីតាំងរបស់អ្នកនិងធានាថាគ្រួសាររបស់អ្នកនឹងត្រូវបានយកចិត្តទុកដាក់ នៅពេលអនុវត្តដំណើរការផ្លាស់ប្តូរទីតាំង។

យោងតាមផ្នែកទី 6038 នៃគោលការណ៍ណែនាំកំណត់ថា ផែនការនេះត្រូវដាក់ឱ្យអ្នកស្នាក់នៅធ្វើការពិនិត្យមើលនិង ផ្តល់មតិយោបល់ក្នុងរយៈពេល 30 ថ្ងៃ។

ឯកសារផ្សេងៗនៃផែនការនេះអាចអានសម្រាប់ការពិនិត្យមើលនៅទីតាំងទាំងនេះចាប់ពីថ្ងៃទី 4 ខែមេសា ឆ្នាំ 2016:

- មជ្ឈមណ្ឌលសុខភាពនិងសុវត្ថិភាព Sunnydale ស្ថិតនៅទីតាំង 1711 Sunnydale Avenue
- ការិយាល័យ YMCA និងលំនៅស្ថាន Mercy នៅទីតាំង 1657 Sunnydale Avenue
- ការិយាល័យជួលសកម្ម SFHA នៅ 1654 Sunnydale Avenue
- ក្រុម Boys & Girls នៅ 1654 Sunnydale Avenue, ជាន់ទីពីរ
- TURF នៅ 1652 Sunnydale Avenue
- គ្រួសារ Vis Valley Strong នៅ 1704 Sunnydale Avenue
- Samoa CDC នៅ 2055 Sunnydale Avenue

ផែនការនេះក៏អាចចូលមើលបានតាមអនឡាញពីគេហទំព័រ www.sfha.org និង www.sfmohcd.org។ ការសង្ខេបអំពីគេហទំព័រនៃផែនការផ្លាស់ប្តូរទីតាំងនឹងត្រូវធ្វើបទបង្ហាញនៅកិច្ចប្រជុំអ្នកស្នាក់នៅនៃ Sunnydale នៅថ្ងៃច័ន្ទ ទី 4 ខែមេសា ឆ្នាំ 2016 ម៉ោង 5:30 – 7:30 ល្ងាច នៅបន្ទប់សហគមន៍ Sunnydale នៅ 1654 Sunnydale Avenue។

យើងរីករាយនិងស្វាគមន៍មតិយោបល់របស់លោកអ្នកចំពោះផែនការផ្លាស់ប្តូរទីតាំងនេះ។ សូមបញ្ជូនសំណួរនិង/ឬ មតិយោបល់របស់អ្នកទៅកាន់៖

Chad Wakefield

ក្រុមហ៊ុន Overland, Pacific & Cutler, Inc.

អាសយដ្ឋាន 7901 Oakport Street, Suite 4800, Oakland, California 94621

cwakefield@opcservices.com

អ្នកអាចឆ្លើយតបលំអរបស់អ្នកតាមរយៈប្រៃសណីយ៍ ឬដីរើល ឬអាសយដ្ឋានដែលបានផ្តល់ឱ្យខាងលើ។
មតិយោបល់របស់អ្នកនឹងត្រូវទទួលទៅអាសយដ្ឋានតែមួយដូចបានផ្តល់ជូនត្រឹមថ្ងៃទី 4 ខែឧសភា ឆ្នាំ2016
ដើម្បីជាធាតុចូលក្នុងការពិចារណាសម្រាប់ផែនការផ្លាស់ប្តូរទីតាំងមុនប្រាកដ។

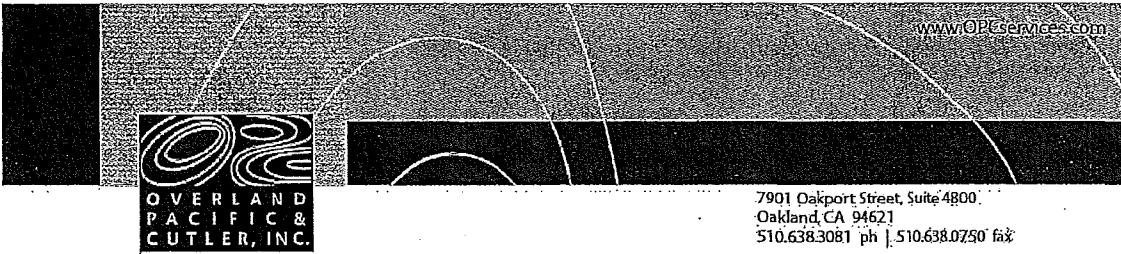
ផែនការនេះ នឹងត្រូវធ្វើសវនាការស្តាប់ដើម្បីអនុម័តយល់ព្រមដោយគណៈកម្មាធិការអាជ្ញាធរលំនៅស្ថានរដ្ឋសាន់ហ្វ្រង់ស៊ីស្កូ
(គណៈកម្មាធិការ) នៅរដូវក្តៅ ឆ្នាំ 2016 នេះ។ អ្នកនឹងទទួលបានសេចក្តីជូនដំណឹងជាលាយលក្ខណ៍អក្សរ
បន្ថែមទៀតពាក់ព័ន្ធនឹងសវនាការនេះ។

សូមជម្រាបជូនដំរើរថាសេចក្តីជូនដំណឹងនេះ សេចក្តីសង្ខេបអំពីផែនការផ្លាស់ប្តូរទីតាំង ឬក៏ផែនការនេះពុំមានបេតនាណាមួយ
ក្នុងការណែនាំឱ្យអ្នកស្នាក់នៅចាប់ផ្តើមដំណើរការផ្លាស់ប្តូរទីតាំងនោះទេ។ សូមកុំទាមទារវិធានការណាមួយដើម្បីផ្លាស់ប្តូរទីតាំង
ឬផ្លាស់ទីមុនពេលទទួលបានការជូនដំណឹងជាមុន។

ខ្ញុំសូមថ្លែងអំណរគុណជាមុនសម្រាប់ការចូលរួមរបស់លោកអ្នកក្នុងដំណើរការពិនិត្យមើលនិងផ្តល់មតិយោបល់នេះ។

សូមលោក លោកស្រី ទទួលនូវសេចក្តីរាប់អានពីខ្ញុំ។
ហត្ថលេខា

Chad K. Wakefield, PMP
ប្រធានគម្រោងជាន់ខ្ពស់



**FA'ASILASILAGA MO LE ILOILOGA O LE PELENI O SI'TIAGA, FA'APEA NI MANATU FIA FA'AALIA,
MA FA'ATONUAGA AUA NI MANATU TUSITUSIA FIA FA'AO'O MAI.**

Aperila 4, 2016

Tufatufaina: Meli Fa'apitoa

Fa'atalofa atu i Tagatanu'u o Sunnydale-Velasco:

Pei ona silafia, o lo'o galulue nei le Sunnydale Development Co. LLC (o le Mercy Housing lea ma le Related California) fa'atasi ma le Matagaluega o Fale i San Francisco (SFHA) i le peleni mo le si'itiaina o aiga o lo'o aumau i Fale fa'alemalo i Sunnydale-Velasco. O lenei peleni mo si'itiaga ua fuafuaina mo le galuea'ina o Sunnydale i le lumana'i e aofia ai le fausia o fale fou mo aiga o lo'o iai nei, o fale tofogi gafatia ma fale i tau fa'alemaketi, paka ma auuala fou, fa'apea auauunaga fa'afaiganu'u.

O le Kamupani o le Overland, Pacific & Cutler, Inc. (OPC) o lo'o latou tusia le Peleni le Ata Autu o le Si'itiaga atoa, mo Sunnydale i lalo o le tulafono a le Feterale (Uniform Relocation Act - URA) fa'apea Taiala Lagolago mo Si'itiaga a le Setete o Kalefonia (Ta'iala). O lenei Peleni Autu e ta'ita'ina ai le Vaega o le a gafa ma si'itiaga a le Mercy, fa'apea se silafia ato'atoa e Sunnydale o lo latou nofo puipuia, aemaise le malamalama lelei i le peleni mo si'itiaga. O lenei peleni e le o iai taimi tonu o le a ono si'itia ai lou aiga; o tulaga ia o le maua atu i se taimi o i luma mai le Vaega mo Si'itiaga a le Mercy, o latou tonu o le a fesoasoani ma tapena saunia oe mo lou si'itia ma toe fa'amanatu o le a sologa lelei taualumaga fa'alesi'itiaga mo oe ma lou aiga.

I lalo o le Vaega 6038 o le Ta'iala, e ao ona maua se avanoa e te taga'i ai i lenei peleni i se piriota e 30 aso aua se iloiloga mo ni manatu fia tu'uina mai.

O se kopi o lenei peleni o le a maua i nofoaga nei amata ia Aperila 4, 2016:

- **Ofisa Maloloaina, le Sunnydale Health ma le Wellness Center i le 1711 Sunnydale Avenue.**
- **Mercy Housing ma le ofisa o le YMCA i le 1657 Sunnydale Avenue.**
- **Ofisa mo Lisi a le SFHA i le 1654 Sunnydale Avenue.**
- **Kalapu: Boys & Girls i le 1654 Sunnydale Avenue, Fogafale Iona 2.**
- **TURF i le 1652 Sunnydale Avenue**
- **Vis Valley Strong Families i le 1704 Sunnydale Avenue**
- **Samoaan CDC i le 2055 Sunnydale Avenue**

E maua fo'i lenei peleni i luaga o le upega-tafa'ilagi i le www.sfha.org ma le www.sfmohcd.org. O se au'itiriliina o lenei Peleni mo Si'itiaga o le a fa'alauiiloina i le fonotaga a tagatanu'u o Sunnydale i le Aso Gafua, Aperila 4, 2016 i le 5:30pm – 7:30pm; Potu Mafuta Fa'afaiganu'u i Sunnydale i le tuatusi 1654 Sunnydale Avenue.

Matou te fia maua ma talia ni outou manatu fa'asino i le Peleni o Si'itiaga.

Fa'amolemole ia tusia ma lafoina uma manatu po'o ni fesili ia:

Chad Wakefield
Overland, Pacific & Cutler, Inc.
7901 Oakport Street, Suite 4800, Oakland, California 94621
cwakefield@opcservices.com

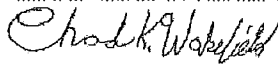
E mafai fo'i ona lafoina mai autou fa'amatalaga i le meli-fa'auila (email) po'o le meli i le tuatusi oi luga. E ao ona tunu'u mai outou manatu i le ofisa ia le silia Me 4, 2016 ina ia aloa'ia i le iloiloga fa'ai'u o le Peleni mo Si'itiaga.

O lenei peleni o le a fofogaina mo se fa'amaonia e le Komisi o Matagaluega o Fale i San Francisco a le o le tau ma'afanafana 2016. O le a mauaina i se taimi o muamua se isi fa'amatalaga fa'asino i le fonotaga a Komesina.

Fa'amolemole ia fa'autagia mai lenei fa'aaliga: O sina oto'otoga o lenei peleni mo si'itiaga faapea le peleni e le o se fautuaga ia amata loa ona tapena ma si'itia tagata. Fa'amolemole aua lava ne'i tula'i se tasi ae le'i taua'aina se fa'atonuga patino mo si'itiaga.

Fa'afetai tele i loutou auai, i le iloiloina ma manatu fa'asoa mai aua lenei fa'amoemoe

Fa'afetai tele



Chad K. Wakefield, PMP
Pule Sinia o le Galuega

Sunnydale HOPE SF Master Relocation Plan Summary

This document is a summary of the draft Master Relocation Plan for the Sunnydale HOPE SF. Please review this and give us your comments by May 4, 2016. You can contact us as described at the end of this document. **Please be advised that this summary of the relocation plan, nor the plan are in any way intended to advise residents to begin the relocation process. Please do not take steps to relocate or move prior to receiving advanced notification.**

Introduction: The San Francisco Housing Authority (SFHA) selected the Sunnydale Development Co., LLC (“Developer”), a partnership between Mercy Housing and Related Companies, to develop and carry out a revitalization plan for Sunnydale (“Project”).

The Project is comprised of 11 phases of demolition and construction of Replacement Public Housing Units and other housing units. All Sunnydale households will be relocated from their current units to other on- and off-site housing units (“Relocation Units”). The estimated schedule for the construction of the new housing units, streets, utilities and neighborhood serving facilities is from 2017-2030. The Project will develop one-for-one replacement of the existing 775 public housing units (“Replacement Public Housing Units”). SFHA determined that the Developer will develop a Master Relocation Plan and implement the Plan.

Sunnydale Households have numerous protections including rights to Federal and State relocation assistance in accordance with Federal and State relocation assistance laws. In accordance with the City of San Francisco’s Right to Return to Revitalized Housing Ordinance, households who remain in Good Standing, meaning those households that have not been evicted or been served with a summons and complaint for eviction by SFHA have the Right to Return to a revitalized housing unit. Upon completion of the new units, each Sunnydale household will be moved to a newly constructed unit that meets their needs within the new Sunnydale development. Some Sunnydale households may have the opportunity to move voluntarily and permanently to affordable

units in other neighborhoods. Current non-residential occupants will also be required to relocate and in some cases be able to take occupancy in a new space at Sunnydale. SFHA will continue to own the land where all affordable units are located, including the 775 Replacement Public Housing Units. SFHA will execute long term ground leases with individual limited partnerships in which affiliates of the Developer are general partners. The new housing will be owned and managed by these entities established for those purposes.

Purpose of the Relocation Plan: This document is a summary of the Master Relocation Plan developed for the Project. The purpose of the Relocation Plan is to describe the relocation requirements under local, state and federal laws to assist SFHA and the Developer in implementing the relocation. The Plan is also a way to communicate relocation rights, benefits and eligibility criteria of the required relocation program to the Sunnydale households.

Federal and State Relocation Laws for the Project: The Project is being assisted by federal funding sources including HUD's Choice Neighborhood Initiative (CNI) and proposes to use other federal funds including HOME, CDBG and potentially Rental Assistance Demonstration. The federal funds require that the SFHA provide a relocation program including relocation planning and assistance in accordance with the Uniform Relocation Act (URA). The City of San Francisco funding to the Project requires the relocation program is also in accordance with the State of California Relocation Assistance Law (CRAL) and Guidelines (Guidelines).

Relocation Program Requirements: The primary relocation responsibilities of SFHA and the Developer under the URA and CRAL include the following;

1. Prepare a Relocation Plan (Plan), receive comments on the Plan during a 30 Day Comment Period, and present the Plan to the SFHA Board of Commissioners for approval.
2. Provide Counseling and Relocation Advisory Services to help residents to prepare for and execute their relocation.

3. Provide Written Relocation Notices to Sunnydale-Velasco households, including a Notice of Eligibility (NOE) describing the household's relocation benefits and a 90 Day Notice to Vacate to be issued 90 days before the household is to move.
4. Provide temporary housing or help the household secure permanent replacement housing.
5. Provide Moving Assistance to temporary and/or permanent replacement housing.
6. Provide an opportunity to Appeal Relocation Decisions.

Relocation Assistance Team: Sunnydale households will work with Mercy Housing's Relocation Staff throughout the relocation process starting with resident meetings and focus groups, and individual household interviews. Mercy Relocation Staff will work with all households prior to and during each phase of the Project to create an individual relocation plan for the household and then execute their relocation.

Relocation Notification Plan: Mercy Relocation Staff will provide all required written notifications to the household including their Notice of Eligibility (for relocation benefits), the 90-day Notice to Vacate, and a 30-day Notice to Vacate. Depending upon the final funding plan for the Project, additional written notifications may be required. All notices will be translated into the household's primary language, personally served and explained where possible or delivered certified return receipt mail.

Moving Assistance Plan: Mercy Relocation Staff will meet with each household to explain the moving assistance services that will be made available to them. Mercy expects to hire a moving contractor (or multiple contractors if needed) to provide moving services. Services would include full packing, moving, loading, unloading, unpacking, and full replacement value insurance necessary to move the household's personal property to and from their relocation housing unit. Similar services will be provided to households being directly relocated to their new replacement unit.

Additional vendors may be needed for debris hauling services and other services that may be needed by senior and/or disabled households. These needs will be handled on

a phase by phase, case by case basis. Such services are referred to as related services. All moving and related services will be directly paid for by the Developer.

Residents' Right to Return to Revitalized Housing: In addition to the URA and CRAL requirements that protect Sunnydale household, San Francisco's Right to Return to Revitalized Housing Ordinance provides that public housing households have a right to revitalized housing and relocation assistance after a relocation from their original unit, so long as the household is in good standing, meaning that it is not in the eviction process or has not been evicted by SFHA.

The Ordinance treats all lawful tenants residing within a unit as a household, and the household shall be eligible to return to a single revitalized unit and not separate replacement units.

All current households, whose tenancy at Sunnydale was not lawfully terminated prior to, or after, the Initiation Date (date of first notice for eligibility for relocation assistance), shall have a right to, and the highest priority for, a replacement unit at the new Sunnydale development.

Replacement Housing Plan: All 775 existing Sunnydale-Velasco housing units will be replaced one-for-one by the Project. Most of the new replacement units will be constructed on the Site but it is anticipated that some new replacement units will be located outside of the Site, including in the immediate area or in other neighborhoods. All households will be required to vacate their current or original units to accommodate the demolition and construction process. The construction of units is expected to last longer than 12-months per phase. The primary replacement housing resource will be the units to be built by the Developer; however, some households may need to be temporarily relocated off-site to housing arranged for by the Developer on their behalf during construction of new units at Sunnydale.

The Plan is to move as many households from their original units to vacant units at Sunnydale. In essence, the households that will be able to be relocated on-site during the construction will be transferred to another low income public housing unit.

Any increased housing cost related to temporary housing will be paid for by the Developer.

Required Relocation Plan Review Period: In accordance with the Guidelines, the draft Plan is required to be circulated for a 30-day public review and comment period.

The draft Plan will be made available to each Project household and non-residential occupant for a 30-day review period so that written and verbal comments on the draft Plan can be collected. Sunnydale-Velasco households are receiving a written notice that the draft Plan is available to read and that the Plan is summarized in this document. Non-Sunnydale residents, including public agencies, advocacy groups and other interested parties, will also be invited to provide written comments to the draft Plan. The comment period will open from April 4, 2016 to May 4, 2016.

A copy of this Plan will be available for review at the following locations (all in San Francisco) beginning on April 4, 2016:

- Sunnydale Health and Wellness Center at 1711 Sunnydale Avenue
- Mercy Housing and YMCA office at 1657 Sunnydale Avenue
- SFHA Leasing Office at 1654 Sunnydale Avenue
- Boys & Girls Club at 1654 Sunnydale Avenue, Second Floor
- TURF at 1652 Sunnydale Avenue
- Vis Valley Strong Families at 1704 Sunnydale Avenue
- Samoan CDC at 2055 Sunnydale Avenue

The draft Plan may also be accessed online at www.sfha.org and www.sfmohcd.org. A summary of the draft Relocation Plan will also be presented at a Sunnydale resident meeting on Monday, April 4, 2016 at 5:30pm – 7:30pm at the Sunnydale Community

Room at 1654 Sunnydale Avenue. The draft Plan will be revised to incorporate the comments.

The revised Plan will be presented for approval to the San Francisco Housing Authority Commission (Commission) the Summer of 2016. A written notice will be mailed to the Sunnydale-Velasco households about the Commission hearing that can be attended and comments submitted in person.

Any written comments or questions received will be included in the Final Master Relocation Plan to be presented to the Commission for approval.

All written comments should be mailed, faxed, or emailed by May 4, 2016 to:

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

Verbal comments may be discussed with Chad at 510.760.6071 by May 4, 2016.



BAY AREA LEGAL AID

WORKING TOGETHER FOR JUSTICE

Alex R. Gulotta
Executive Director

Chad Wakefield
Overland, Pacific and Cutler
7901 Oakport Street, Suite 4800
Oakland, CA 94621

Re: BayLegal comments to the Sunnydale Relocation Plan

Dear Mr. Wakefield,

I am writing in response to an invitation to comment I received from Ms. Ramie Dare of Mercy Housing. Below are comments from Bay Area Legal Aid. Please feel free to contact me with any questions regarding our comments. You can reach me by phone at 415-354-6333 or by email at inaduhvorskaya@baylegal.org.

Definition of "good standing"

The definitions of "good standing" are inconsistent throughout the plan. Some parts of the plan define "good standing" as "not having been evicted, or in the process of eviction", (pp. 7, 23, 51); other parts of the plan define "good standing" as "not having been evicted or served with a summons and complaint" (pp. 14, 62, 63, 66). The "process of eviction" is vague and could be construed to begin at the time the notice to vacate is served, when no eviction complaint has been filed. This definition is too broad because it includes households who may never have an eviction filed against them. Similarly, having been served with "a summons a complaint" does not mean the household will be evicted. In most cases, after an eviction is filed, the tenant enters an agreement (for example, to repay rent) and lawfully retains possession of the unit. So, while a summons and complaint has been served, and the eviction process is pending, and may be pending for some time, the household will not be evicted unless they violate the agreement. Thus, this definition is overly broad because it makes ineligible households who are not and will not be evicted even though an eviction action was filed against them.

We recommend defining "good standing" as "not having been evicted by court order." While the RAD relocation plan does not have a "good standing" definition, it defines "ineligible resident" as a resident who is occupying the unit unlawfully, i.e. who has been ordered by the court to move or whose tenancy has been lawfully terminated. This definition is also consistent with CRAL, which defines ineligible families as those who "unlawfully occupy" a dwelling unit. Until a court order evicting the tenant has been obtained, the tenant is lawfully occupying the unit. We recommend that a similar definition of "good standing" be adopted for the Sunnydale relocation plan.



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Eligibility for relocation assistance

Part E, page 23-24

This part attempts to explain when a household is eligible for relocation assistance based on ION date. It seems that, according to the language of the plan as is, a household that moved in after September 11, 2008 and signed (or received?) a "move-in" notice will not be eligible for relocation assistance. However, the language of this section is unclear and is confusing to the reader. Please clarify which households are not eligible for relocation assistance. Three different dates are listed (in this section: September 11, 2008; October 11, 2012; and "late 2016 or early 2017"). Please explain which date is relevant for the purposes of this plan. Also, there is no mention of whether households who moved in after September 11, 2008, were provided with or signed the "move-in" notice.

The relevance of the GIN notice being reissued is also unclear (Paragraph 2, page 23). Please explain how this is relevant to or changes eligibility for relocation assistance.

As stated above, it is unclear whether families who moved in after September 11, 2008 are ineligible for relocation assistance. However, if September 11, 2008, has been established as the eligibility date, we recommend that, the latest date possible be used instead in order to provide relocation assistance to the most low-income households living at Sunnydale. Last year, SFHA placed a number of homeless families in Sunnydale, all of whom should be eligible for relocation assistance unless they were provided with the "move-in" notice. Please clarify if that is the plan.

Total New Housing Units to Be Developed

Page 29

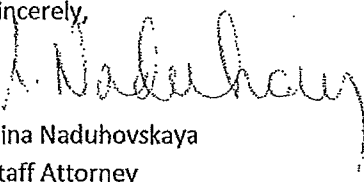
The table on page 29 shows the breakdown, by bedroom size, of the new units to be constructed at Sunnydale. However, it does not specify how many public housing units of each bedroom size will be available. If the information is available, please specify how many of each size unit will be designated as public housing.

Glossary

Page 48-52

Please add to the Glossary the following terms: eligible household/resident, ineligible household/resident, ION date, GIN notice, move-in notice.

Sincerely,



Irina Naduhovskaya
Staff Attorney

Page #	Section	Commentor	Topic	Comment #	Summarized Comment	Accept/Reject/Revise In Response to Comment	Response
7, 23, 51	Throughout Plan	Irina Naduhovskaya, Bay Area Legal Aid	Definition of Good Standing	1	Defined as being in process of eviction	Revise as stated in response.	Process of eviction has been clarified on page 6/7. Definition in Glossary has been revised. Meaning of Good Standing deleted from page 23 as unnecessary to state. Glossary definition has been clarified.
14, 62, 63, 66	Throughout Plan	Irina Naduhovskaya, Bay Area Legal Aid	Definition of Good Standing	2	Defined as having been served with a summons a complaint	No changes to the plan	No changes made to the Plan.
7, 23, 51	Throughout Plan	Irina Naduhovskaya, Bay Area Legal Aid	Process of Eviction	3	Process of Eviction Vague. Could be construed as being served with a notice to vacate.	No changes to the plan.	The Intent of a notice to vacate is not the same as an eviction notice. Under a notice to vacate the person receiving the notice is advised of the date they must move by in order to clear the unit for relocation purposes and not the purposes of a lease violation as an eviction notice would do.
14, 62, 63, 66	Throughout Plan	Irina Naduhovskaya, Bay Area Legal Aid	Process of Eviction	4	Process of Eviction Vague. Could be construed as being served with a notice to vacate.	No changes to the plan required.	The Intent of a notice to vacate is not the same as an eviction notice. Under a notice to vacate the person receiving the notice is advised of the date they must move by in order to clear the unit for relocation purposes and not the purposes of a lease violation as an eviction notice would do.
Not Specified	Not Specified	Irina Naduhovskaya, Bay Area Legal Aid	Definition of Good Standing	5	Define "Good Standing" as being evicted by a court order.	No changes to the plan.	Defining not being in Good Standing as having been evicted by a court order is not consistent with the San Francisco Ordinance No. 227-12 - Right to Return to Revitalized Public Housing ("Ordinance" and Resolution No 5390= Resident Right to Return Policy for HOPE SF Revitalization Sites, adopted by the Board on February 26, 2009 ("Policy").

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Not Specified	Not Specified	Irina Naduhovskaya, Bay Area Legal Aid	Definition of Good Standing	6	Define "Good Standing" consistent with RAD.	No changes to the plan.	The definition of Good Standing is not intended to be consistent with RAD Relocation Guidelines ("RAD Guidelines"), the Uniform Relocation Act ("URA"), or California Relocation Assistance Law ("CRAL"). The term "Good Standing" applies to the San Francisco Ordinance No. 227-12 - Right to Return to Revitalized Public Housing ("Ordinance" and Resolution No 5390 Resident Right to Return Policy for HOPE SF Revitalization Sites, adopted by the Board on February 26, 2009 ("Policy"). The household's right to return to a revitalized housing unit will be evaluated under the Ordinance and the Policy. When a determination needs to be made regarding a household's relocation eligibility, such a determination will be made under the requirements of the URA and/or CRAL. Should funding be used in the Project, RAD apply, RAD Guidelines will also be applied as required.
23-24	E	Irina Naduhovskaya, Bay Area Legal Aid	Relocation Eligibility Dare	7	ION Dates and Impact on Household Relocation Eligibility	Change to ION may be considered to a later date.	Using the ION date as stated is technically correct. However, the use of a later date may be more appropriate, since in some instances, Residents may not have received the required notices informing them when they moved in to their unit, after the initial ION Date (2008), that their unit will be acquired.
29	Table 9	Irina Naduhovskaya, Bay Area Legal Aid	# of Public Housing Units Developed	8	Table does not show the # of public housing units to be developed.	Clarify what is being developed.	See clarifying statement above Table 9 and the column added to Table 9 describing the number of replacement public housing units.
48-52	Glossary	Irina Naduhovskaya, Bay Area Legal Aid	Add definitions	9	Add definitions for eligible household/resident, ineligible household/resident, GIN Notice, Move-In Notice	Accept	Definitions added to Glossary.
42	Table 13	Phil Arnold	Available Vacant Units	10	Commissioner Arnold at a meeting on April 28, 2016 raised the question of what will occur if there are not sufficient vacancies	Accept	Revised plan to address the Commissioner's comment after Table 13.

Not Specified	Overall	Lottie Titus	Resident Outreach	11	Commissioner Titus advised that the Relocation Team and Developer keep reaching out and engaging with the residents.	Accept	Noted. Commissioner Titus's comment is greatly appreciated and the Developer will continue its robust outreach program.
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[END OF DOCUMENT]

EXHIBIT E

(to follow)

EXHIBIT F

INITIAL PHASING PLAN Sunnydale HOPE SF

The existing Sunnydale-Velasco Project Site will be revitalized in phases according to this Initial Phasing Plan, which may be revised and updated per Section 4.2. This Initial Phasing Plan describes the intended scope for each phase.

Demolition Scope

The existing Site infrastructure and structures will be demolished in phases per the Demolition Phasing diagram attached as Figure 1.

The following Table 1 summarizes the demolition of the existing Sunnydale-Velasco units by phase. The specific building addresses and numbers are listed by phase in Exhibit C: Master Unit Building List.

Table 1: Demolition of existing units by phase

Development Phase	HUD DDA #	Number of existing units to be abated/remediated and demolished
Parcel Q	n/a	0
Phase 1A-1	0007676	52
Phase 1A-2	0007677	56
Phase 1A-3	0007678	80
Phase 1B	0007679	134
Phase 1C	0007680	24
Phase 2A	0007681	148
Phase 2B	0007682	92
Phase 2C	0007683	101
Phase 3A	0007684	44
Phase 3B	0007685	44
Phase 3C	0007686	20
Total		775

New Construction Scope

The new construction phasing will be per the diagram in Figure 2: Construction Phasing. Each phase will include the construction of new Public Infrastructure Improvements and Affordable Housing as well as preparation of Market Rate Housing Development Sites and Community Improvements. The following Table 2 describes the intended scope for each Phase.

Table 2: Scope of New Construction by Phase

Phase	Affordable Housing Development blocks	Market Rate Housing Development Sites Prepared by block	Community Improvements
Parcel Q	Q		
Phase 1A-1	6B		
Phase 1A-2	6A	5	
Phase 1A-3	3A, 3B		block 1 community center including child care center; block 3 child care center
Phase 1B	7		
Phase 1C	9	8A, 8B	blocks 2 and 4 open spaces
Phase 2A	10, 15	14, 16	
Phase 2B	11	17, 18	block 25 open space
Phase 2C	19	12, 13, 20	
Phase 3A	24	22A, 22B, 23, 32, 33	
Phase 3B	34, 35	26, 27, 28, 29, 31, 36	
Phase 3C		21	block 30 open space
Totals	14 blocks	22 blocks	4 blocks of open spaces and 1 community center block

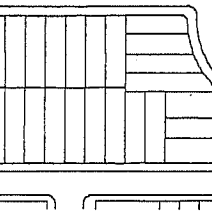
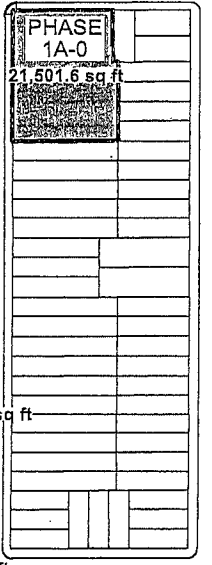
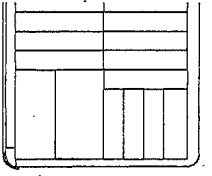
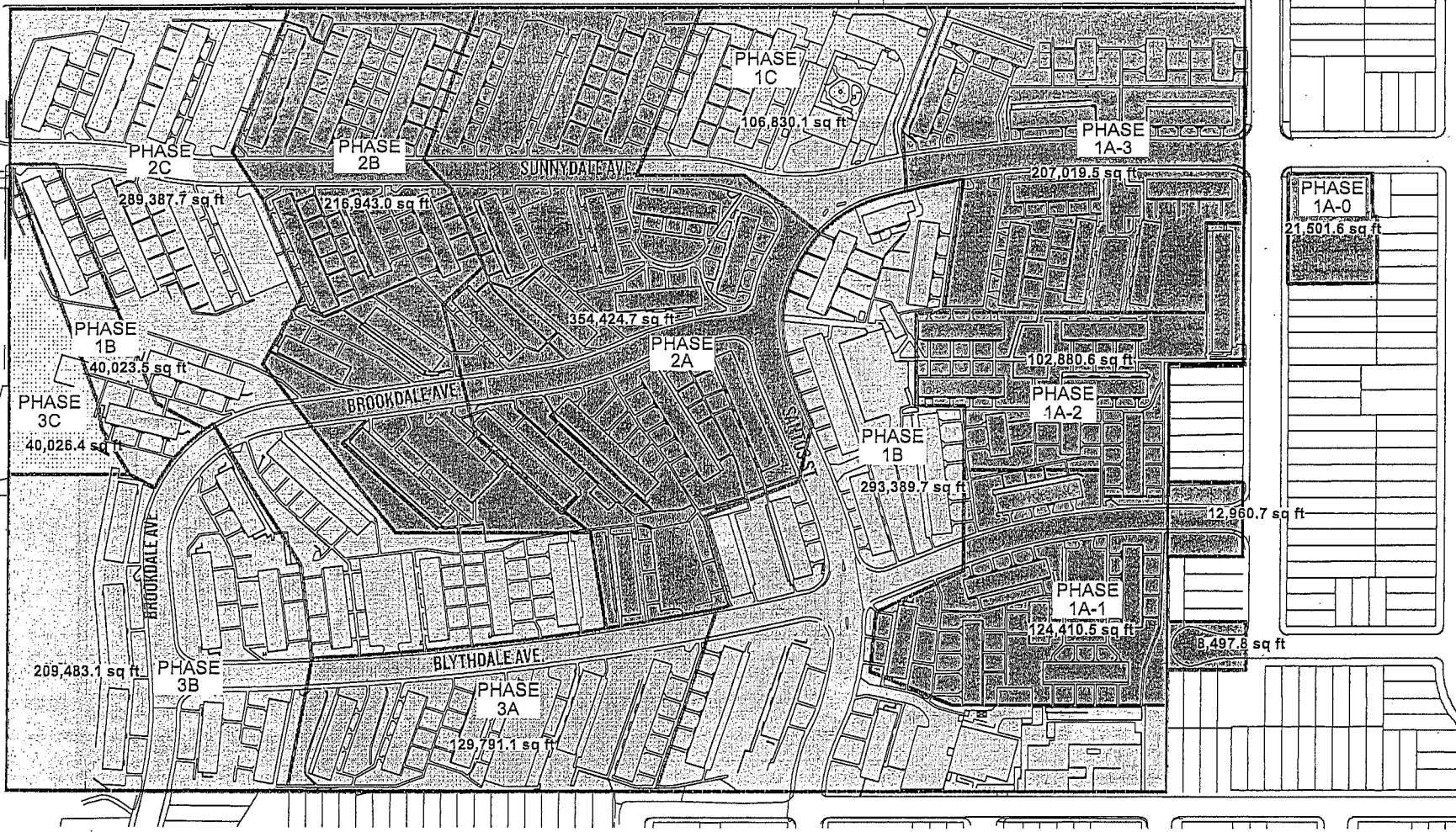
Table 3 outlines the anticipated number of Affordable Housing units and Resident Replacement Units to be constructed by phase. Resident Replacement Units are a combination of On Site and Off Site Replacement Units as described per Section 7.1. While Parcel Q is not located on the existing Site, its units are not considered Off Site Replacement Units because of the parcel's location directly across the street from the Project Site.

Table 3: Construction of Resident Replacement Units by Phase

Phase	Affordable Housing Development blocks	Number of Affordable Housing units	Total number of Resident Replacement Units (On Site and Off Site)
Parcel Q	Q	55 units	65
Phase 1A-1	6B	86 units	71
Phase 1A-2	6A	84 units	63
Phase 1A-3	3A, 3B	81 senior units in block 3A and 92 family units in block 3B	130
Phase 1B	7	69 units	52
Phase 1C	9	100 units	75
Phase 2A	10, 15	79 units in block 10 and 54 in block 15	100
Phase 2B	11	79 units	59
Phase 2C	19	66 units	49
Phase 3A	24	72 units	54
Phase 3B	34, 35	40 in block 34 and 37 in block 35	57
Phase 3C		0 units	0
Totals	14 blocks	994 units	775

The Public Infrastructure Improvements for each phase will be constructed according to the scope outlined in the Phase Application approved by SFHA and the City for each phase.

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SUNNYDALE HOPE SF | PHASING DIAGRAM-DEMOLITION AREAS

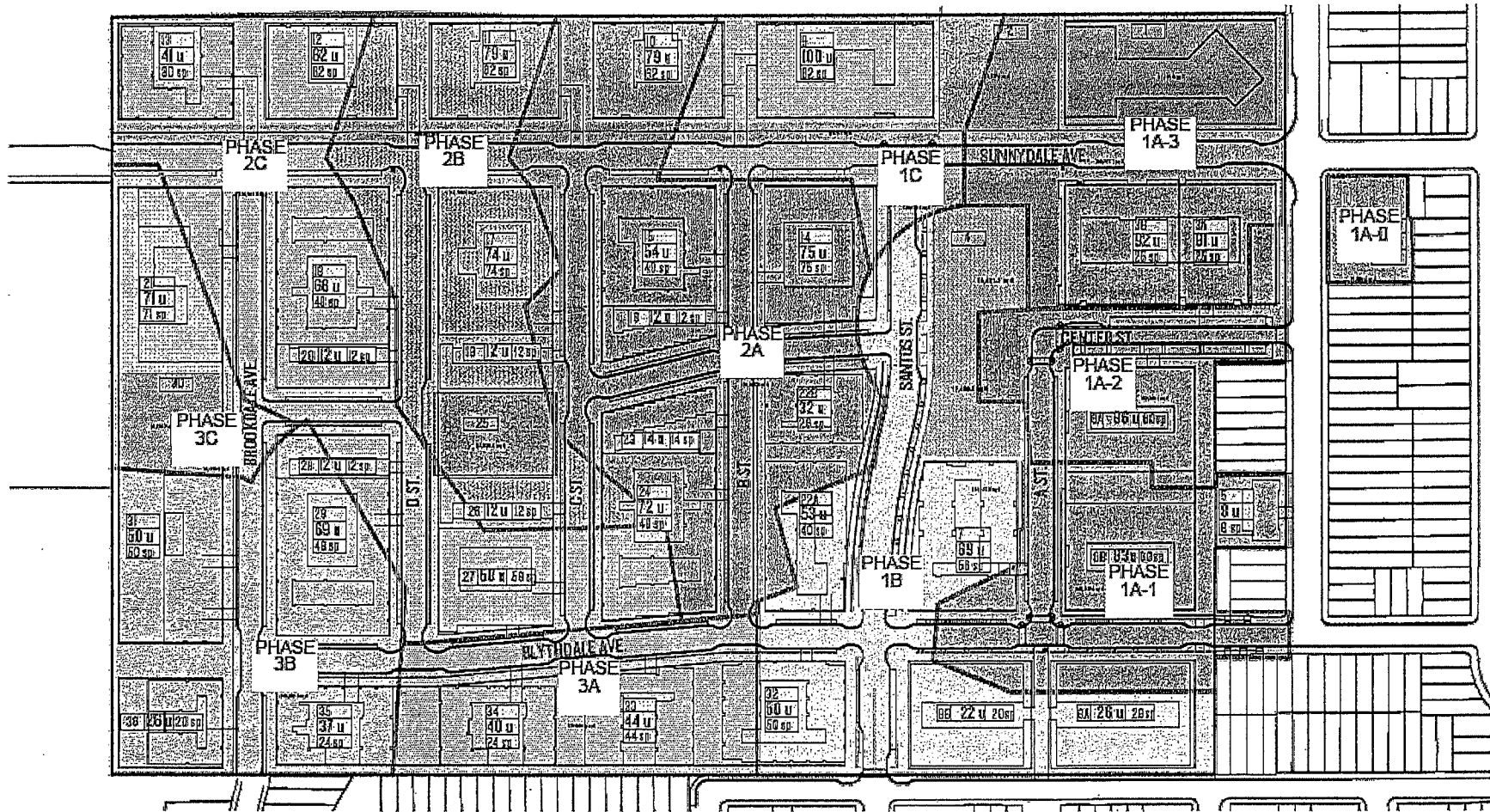
SAN FRANCISCO, CA | NOVEMBER 10, 2016 | MERCY HOUSING, THE RELATED COMPANIES OF CALIFORNIA


mercyHOUSING

RELATED

VAN METER
WILLIAMS
POLLACK

3034



SUNNYDALE HOPE SF | PHASING DIAGRAM-CONSTRUCTION

SAN FRANCISCO, CA | SEPTEMBER 12, 2016 | MERCY HOUSING, THE RELATED COMPANIES OF CALIFORNIA


 MERCY HOUSING
 RELATED

VAN METER
 WILLIAMS
 POLLACK

EXHIBIT G
MASTER SCHEDULE
SUNNYDALE HOPE SF

This Master Schedule is per Section 4.3 with the Target Date describing the expedient development schedule desired by the Parties and the Outside Date describing the last date by which an Affordable Housing Development Closing can occur. Per Section 4.4, the Master Schedule will be updated, including the Outside Dates for Affordable Housing Closings following a development phase that has been delayed per Section 4.4.2.

Parcel Q

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2017	
Relocation of existing households out of phase demolition buildings	n/a	n/a
Demolition of existing buildings and infrastructure	n/a	n/a
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	n/a	n/a
Affordable Housing Development Closings and start construction	Q1 2018	Q1 2020
Start Construction of Community Improvements	n/a	n/a

Phase 1A-1

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2018	
Relocation of existing households out of phase demolition buildings	Q2 2018	
Demolition of existing buildings and infrastructure	Q2 2018	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Q2 2018	
Affordable Housing Development Closings and start construction	Block 6B: Q4 2018	Block 6B: Q4 2020
Start Construction of Community Improvements	n/a	

Phase 1A-2

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2018	
Relocation of existing households out of phase demolition buildings	Q1 2018	
Demolition of existing buildings and infrastructure	Q2 2018	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Including preparing block 5: Q2 2018	
Affordable Housing Development Closings and start construction	Block 6A: Q4 2018	Block 6A: Q4 2020
Start Construction of Community Improvements	n/a	

Phase 1A-3

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Block 3A: Q2 2019 Block 3B: Q1 2020	
Relocation of existing households out of phase demolition buildings	Q2 2019	
Demolition of existing buildings and infrastructure	Block 3A: Q3 2019 Block 3B: Q2 2020	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Block 3A: Q3 2019 Block 3B: Q3 2020	
Affordable Housing Development Closings and start construction	Block 3A: Q1 2020 Block 3B: Q1 2021	Block 3A: Q1 2022 Block 3B: Q1 2023
Start Construction of Community Improvements	Child care center in block 3: Q1 2021 Community center in block 1: Q1 2020	

Phase 1B

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2021	
Relocation of existing households out of phase demolition buildings	Q2 2021	
Demolition of existing buildings and infrastructure	Q4 2021	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Q4 2021	
Affordable Housing Development Closings and start construction	Block 7: Q1 2022	Block 7: Q1 2024
Start Construction of Community Improvements	n/a	

Phase 1C

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2022	
Relocation of existing households out of phase demolition buildings	Q2 2022	
Demolition of existing buildings and infrastructure	Q3 2022	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Including preparing sites at blocks 8A, 8B Q3 2022	
Affordable Housing Development Closings and start construction	Block 9: Q4 2022	Block 9 : Q4 2024
Start Construction of Community Improvements	Blocks 2 and 4 open spaces: Q4 2022	

Phase 2A

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Block 10: Q1 2023 Block 15: Q1 2024	
Relocation of existing households out of phase demolition buildings	Q2 2023	
Demolition of existing buildings and infrastructure	Associated with Block 10: Q3 2023 Associated with Block 15: Q3 2024	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Associated with Block 10: Q3 2023 Associated with Block 15: Q3 2024 Including preparing market rate blocks: 14, 16, 22B: Q3 2024	
Affordable Housing Development Closings and start construction	Block 10: Q4 2023 Block 15: Q4 2024	Block 10: Q4 2025 Block 15: Q4 2026
Start Construction of Community Improvements	n/a	

Phase 2B

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2025	
Relocation of existing households out of phase demolition buildings	Q2 2025	
Demolition of existing buildings and infrastructure	Q3 2025	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Including preparing 17, 18 blocks: Q3 2025	
Affordable Housing Development Closings and start construction	Block 11: Q4 2025	Block 11: Q4 2027
Start Construction of Community Improvements	Block 25 open space: Q4 2025	

Phase 2C

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2026	
Relocation of existing households out of phase demolition buildings	Q2 2026	
Demolition of existing buildings and infrastructure	Q3 2026	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Including preparing blocks 12, 13, 20: Q3 2026	
Affordable Housing Development Closings and start construction	Block 19: Q4 2026	Block 19: Q4 2028
Start Construction of Community Improvements	n/a	

Phase 3A

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Q1 2027	
Relocation of existing households out of phase demolition buildings	Q2 2027	
Demolition of existing buildings and infrastructure	Q3 2027	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Including preparing blocks 22A, 22B, 23, 32, 33: Q3 2027	
Affordable Housing Development Closings and start construction	Block 24: Q4 2027	Block 24: Q4 2029
Start Construction of Community Improvements	n/a	

Phase 3B

	Target Date	Outside Date
Secure City gap funding and tax credit commitments	Block 34: Q1 2028 Block 35: Q1 2029	
Relocation of existing households out of phase demolition buildings	Q2 2028	
Demolition of existing buildings and infrastructure	Q3 2028	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Infrastructure only: Q3 2028 Prepare market rate blocks 26, 27, 28, 29, 31, 36: Q3 2029	
Affordable Housing Development Closings and start construction	Block 34: Q4 2028 Block 35: Q4 2029	Block 34: Q4 2030 Block 35: Q4 2031
Start Construction of Community Improvements	n/a	

Phase 3C

	Target Date	Outside Date
Secure City infrastructure gap funding	Q4 2029	
Relocation of existing households out of phase demolition buildings	Q4 2021 (with Phase 1B)	
Demolition of existing buildings and infrastructure	Q4 2021 (with Phase 1B)	
Start Construction of Public Infrastructure Improvements and Market Rate Housing Development Site Improvements	Including preparing block 21: Q4 2029	
Affordable Housing Development Closings and start construction	n/a	n/a
Start Construction of Community Improvements	Block 30 open space: Q4 2029	

EXHIBIT H

Master Budget

EXHIBIT H: SUNNYDALE HOPE SF MASTER BUDGET

SOURCES

Block Name	Total Units	Operating Expenses	Vacancy Loss	Net Operating Income	First Mortgage	MOHCD Vert Gap	MOH Gap/Unit	Tax Credit Equity	AHP	HCD	GP Capital	Deferred Fee	Total Perm Sources
Block 0	55	711,563	73,108	677,489	8,541,219	57,197	1,040	33,300,000	540,000	0	0	0	42,438,416
Block 6B	86	1,151,567	131,016	1,337,740	16,865,122	11,127,638	129,391	28,444,215	850,000	7,285,536	0	2,000,000	66,572,510
Block 6A	84	1,124,786	131,678	1,377,089	17,361,191	11,329,927	134,880	27,830,584	830,000	5,817,159	0	2,000,000	65,168,872
Block 3A	81	1,103,774	99,567	788,005	9,934,513	11,942,921	147,443	26,717,543	800,000	11,209,300	500,000	0	1,173,423
Block 3B	92	1,365,839	135,921	1,216,657	15,338,607	10,942,921	118,945	30,284,600	910,000	11,370,604	0	2,000,000	70,846,732
Block 7	69	1,060,233	110,152	1,032,660	13,018,927	792,315	11,483	33,300,000	680,000	4,076,483	0	0	51,867,725
Block 9	100	1,536,569	169,555	1,684,981	21,242,849	5,773,669	57,737	32,776,001	990,000	14,153,104	0	2,000,000	76,935,623
Block 10	79	1,256,376	137,486	1,355,859	17,093,548	8,754,834	110,821	26,288,947	780,000	6,754,764	0	2,000,000	61,672,093
Block 15	54	888,846	96,911	952,470	12,007,949	7,615,794	141,033	18,394,864	530,000	2,917,410	0	1,638,249	43,104,266
Block 11	79	1,345,861	137,254	1,261,957	15,909,712	5,120,789	64,820	33,300,000	780,000	14,046,046	0	0	59,156,547
Block 19	66	1,163,744	127,504	1,258,832	15,870,311	3,623,538	54,902	22,279,272	650,000	7,815,218	0	2,000,000	52,338,339
Block 24	72	1,313,973	136,115	1,272,217	16,039,054	3,799,689	52,773	24,127,772	710,000	10,000,000	0	2,000,000	56,676,514
Block 34	40	755,534	80,006	764,587	9,639,276	3,235,911	80,898	13,626,624	390,000	4,419,873	0	895,155	32,006,839
Block 35	37	723,330	75,763	716,161	9,028,764	2,718,773	73,480	12,604,336	360,000	4,416,813	0	492,961	29,621,152
TOTAL	994				197,891,043	86,835,914	87,360	363,274,757	9,800,000	94,361,826	500,000	17,999,788	770,683,327

USES

Block Name	Total Units	Hard Costs	Permit Fees	Impact Fees	A&E Costs	Relocation	Other Soft Costs		Construction Interest			Total Uses		
							Basis	Non-Basis	COI and Financing Fees	Operating Reserves	Developer Fee		Basis	Non-Basis
Block 0	55	32,037,500	704,825	110,000	1,601,875	550,000	660,000	660,000	554,157	650,342	2,000,000	1,440,807	738,876	42,438,416
Block 6B	86	50,095,000	1,102,090	172,000	2,504,750	860,000	1,032,000	1,032,000	1,374,185	1,157,410	4,000,000	2,143,728	1,099,348	66,572,510
Block 6A	84	48,930,000	1,076,460	168,000	2,446,500	840,000	1,008,000	1,008,000	1,348,448	1,161,127	4,000,000	2,103,579	1,078,758	65,168,872
Block 3A	81	47,182,500	1,038,015	162,000	2,359,125	810,000	972,000	972,000	1,254,208	894,498	3,673,423	1,956,565	1,003,367	62,277,700
Block 3B	92	53,590,000	1,178,980	184,000	2,679,500	920,000	1,104,000	1,104,000	1,450,700	1,211,901	4,000,000	2,263,092	1,160,560	70,846,732
Block 7	69	40,192,500	884,235	138,000	2,009,625	690,000	828,000	828,000	672,621	979,099	2,000,000	1,748,816	895,829	51,867,725
Block 9	100	58,250,000	1,281,500	200,000	2,912,500	1,000,000	1,200,000	1,200,000	1,604,386	1,500,885	4,000,000	2,502,842	1,283,509	76,935,623
Block 10	79	46,017,500	1,012,385	158,000	2,300,875	790,000	948,000	948,000	1,273,703	1,217,692	4,000,000	1,986,976	1,018,962	61,672,093
Block 15	54	31,455,000	692,010	108,000	1,572,750	540,000	648,000	648,000	876,106	858,540	3,638,249	1,366,726	700,885	43,104,266
Block 11	79	46,017,500	1,012,385	158,000	2,300,875	790,000	948,000	948,000	762,198	1,221,608	2,000,000	1,981,716	1,016,265	59,156,547
Block 19	66	38,445,000	845,790	132,000	1,922,250	660,000	792,000	792,000	1,077,413	1,129,190	4,000,000	1,680,765	861,931	52,338,339
Block 24	72	41,940,000	922,680	144,000	2,097,000	720,000	864,000	864,000	1,165,092	1,210,124	4,000,000	1,817,544	932,074	56,676,514
Block 34	40	23,300,000	512,600	80,000	1,165,000	400,000	480,000	480,000	649,967	710,196	2,695,155	1,013,948	519,973	32,006,839
Block 35	37	21,552,500	474,155	74,000	1,077,625	370,000	444,000	444,000	600,855	673,039	2,492,961	937,333	480,684	29,621,152
TOTAL	994	579,005,000	12,738,110	1,988,000	28,950,250	9,940,000	11,928,000	11,928,000	14,664,039	14,575,652	46,499,788	24,944,436	12,792,018	770,683,327

INFRASTRUCTURE

Block Name	Total Units	Infrastructure Costs Separated from Vertical Costs				Total Soft & Hard Infra Costs
		Soft Costs In Basis	Hard Costs In Basis	Soft Costs not In Basis	Hard Costs not In Basis	
Block 0	55	0	0	0	0	0
Block 6B	86	2,250,000	19,797,487	0	0	12,047,487
Block 6A	84	2,250,000	5,744,948	0	0	7,994,948
Block 3A	81	2,250,000	5,807,079	0	0	8,057,079
Block 3B	92	2,250,000	5,807,079	0	0	8,057,079
Block 7	69	3,500,000	16,836,432	0	0	20,336,432
Block 9	100	3,000,000	11,726,332	0	0	14,726,332
Block 10	79	2,250,000	4,633,989	0	0	10,883,989
Block 15	54	2,250,000	6,633,989	0	0	10,883,989
Block 11	79	3,000,000	12,181,636	0	0	15,181,636
Block 19	66	3,500,000	15,629,288	0	0	19,129,288
Block 24	72	4,000,000	20,107,833	0	0	24,107,833
Block 34	40	4,000,000	16,486,340	0	0	20,486,340
Block 35	37	4,000,000	18,622,952	0	0	22,622,952
TOTAL	994	0	0	38,500,000	156,015,382	194,515,382

3043

EXHIBIT I

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

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Housing Authority of the City and County of San Francisco
1815 Egbert Street
San Francisco, CA 94124
Attn: Acting Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Block/Lot: _____

Address: _____, San Francisco, California

QUITCLAIM DEED
(Sunnydale-Velasco)

In accordance with Section [_____] of that certain Master Development Agreement dated as of _____, by and between the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (the "Authority"), the City and County of San Francisco, a municipal corporation, and Sunnydale Development Co., LLC, a California limited liability company, recorded in the official records of the City and County of San Francisco on _____, as document number _____, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Authority, the Authority, does hereby quitclaim to [_____] a [_____] all of its right, title and interest in and to all of that real property located in the City and County of San Francisco, California described in Exhibit A attached hereto.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the Authority has executed this quitclaim deed as of _____, 20__.

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

By: _____
Barbara T. Smith
Acting Executive Director

APPROVED AS TO FORM:

Goldfarb & Lipman LLP
Special Legal Counsel

By: _____
Dianne Jackson McLean

Notary Acknowledgement and Exhibit A attached

EXHIBIT A

Legal Description of Property

EXHIBIT J

Form of License Agreement

LICENSE AGREEMENT
[Sunnydale/Velasco Revitalization Project- Predevelopment]

This LICENSE AGREEMENT (this "**Agreement**") is entered into as of _____, 20__ (the "**Effective Date**"), by and between the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body corporate and politic (the "**Authority**"), and SUNNYDALE DEVELOPMENT CO., LLC, a California limited liability company (the "**Developer**"). Developer and the Authority are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**", with reference to the recitals below.

RECITALS

A. The Authority is a public housing authority formed pursuant to California Health and Safety Code section 34200 et seq., and governed by certain regulations promulgated by the United States Department of Housing and Urban Development ("**HUD**"). The Authority's governing board (the "**Authority Commission**") is appointed by the Mayor of the City and County of San Francisco, a charter city of the State of California (the "**City**").

B. The Authority is the owner of the public housing development commonly referred to as "Sunnydale Public Housing Project" and the "Velasco Public Housing Project" located at 1654 Sunnydale Avenue in San Francisco, California, on real property owned by the Authority more particularly described in the attached Exhibit A (the "**Project Site**").

C. The Project Site is subject to that certain Master Development Agreement among the Developer, the Authority, and the City and County of San Francisco, a municipal corporation (the "**City**") acting by and through the Mayor's Office of Housing and Community Development ("**MOHCD**"), dated as of _____, 2016, and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on _____, 20__ as Document No. _____ (the "**MDA**"). Capitalized terms used, but not defined, in this Agreement have the meaning set forth in the MDA.

D. Among other things, the MDA provides the overall framework for the redevelopment of the Existing Development, and the development of the Project on the Project Site.

E. This Agreement constitutes a "Predevelopment License Agreement" pursuant to Section 6.1.2 of the MDA, and provides Developer a limited right to enter certain portions of the Project Site, as more particularly set forth on Exhibit B (the "**Site**" or the "**Permitted Area**"), prior to the leasing of a portion of the Project Site, in accordance with the MDA, to perform Exploratory Testing (as defined below), as part of Developer's work to revitalize the Project Site pursuant to the MDA.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals hereof, and the other mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Developer agree as set forth below.

Section 1. Recitals.

The above Recitals are hereby expressly incorporated herein and made a part of this Agreement by this reference.

Section 2. Purpose.

The purpose of this Agreement is to grant Developer the license described in Section 4 in order to perform and complete: certain exploratory testing of the soils conditions of the Permitted Area as shown on Exhibit B (the "Permitted Area"). For the purpose of this Agreement, "Exploratory Testing" shall mean conducting _____ on the Permitted Area. Attached as Exhibit C is the plan set for the Exploratory Testing with potential sampling locations identified. All such work described above, together with such other incidental work as may be necessary for the performance and completion of the foregoing, is collectively referred to as the "Permitted Work".

Section 3. Conditions Precedent.

(a) General Conditions Precedent for Permitted Work. The requirements set forth in this Section 3 are conditions precedent to Developer's entry onto the Permitted Area. Notwithstanding any other provision herein, Developer shall have no right to enter the Permitted Area hereunder unless and until the satisfaction of all such conditions precedent, unless otherwise waived by the Authority. The conditions set forth in this Section 3 are solely for the benefit of the Authority and may only be waived by the Authority pursuant to Section 24.

(1) Applicable Permits. Developer shall have submitted to the Authority evidence that Developer has obtained all necessary permits for, or any other approvals from a Governmental Entity necessary for the performance of, the Permitted Work, if applicable.

(2) Insurance. Developer shall have submitted to the Authority evidence that Developer has complied with all of the requirements of Section 12 that are to be complied with prior to the commencement of the Permitted Work.

(3) No Default under the MDA. No Event of Default by Developer shall exist under the MDA.

(4) Compliance with MDA. All applicable conditions precedent to the performance of the Permitted Work, set forth in the MDA, have been completed or otherwise satisfied by the Developer.

(b) Acknowledgment by Developer. Developer acknowledges that the satisfaction of (or the Authority's waiver) of the conditions precedent for the Permitted Work shall in no way waive, limit, or impair: (i) the Developer's obligation (or the obligation of any Affiliate) to satisfy the applicable conditions precedent, set forth in any other License Agreement, for any other work to be performed pursuant to a separate License Agreement; or (ii) the Developer's obligation (or the obligation of any Affiliate) to satisfy the applicable conditions precedent, set forth in any Ground Lease governing the Site (or any portion thereof).

Section 4. License to Enter.

The Authority hereby grants to Developer, its general contractor and its subcontractors, its architect, engineers, other consultants and subconsultants, and all of the respective employees and agents of all of them (collectively, the "**Developer Parties**") a non-exclusive license to enter the Permitted Area for the sole purpose of performing the Permitted Work. No use of the Permitted Area for any purpose other than the Permitted Work is permitted hereunder and no use of the Site other than the Permitted Area is permitted hereunder. In accordance with Section 6.1.2 of the MDA, Developer agrees and acknowledges that the Project Site is currently used, and will continue to be used throughout the Term (as defined below), for multifamily housing, and that, during the conduct of the Permitted Work, the Authority's tenants shall be occupying the Project Site, subject to existing leases with the Authority, which, among other things, require the Authority to provide such tenants the quiet use and enjoyment of their existing residences. Developer shall take all such precautions as are reasonably necessary to ensure that the Permitted Work is performed in a manner so as not to endanger, threaten, or impair the safety of the Authority's tenants and guests and invitees to the Project Site or to materially interfere with the Authority's tenants' use and access to the Project Site. Developer shall take all reasonably available efforts to eliminate unnecessary noise, dust, or obstructions during the performance of the Permitted Work and shall take commercially reasonable efforts to: (i) minimize the impact of such activities on the Authority's tenants, (ii) minimize damage, disruption or inconvenience caused by such activities, and (iii) make adequate provision for the safety and convenience of all Persons affected by such activities.

Section 5. No Representations or Warranties; Developer Release of the Authority.

Developer acknowledges that, by this Agreement, the Authority makes no representation, warranty, or covenant of any kind whatsoever to Developer with respect to the condition of Site. Developer has the right to enter the Site, in accordance with the terms of this Agreement, in the Site's current "as-is" condition including all faults, or defects, or hazardous conditions known or unknown (if any). The Authority shall not be liable to Developer (or any of the Developer Parties) for, and Developer, on behalf of itself and any and all Developer Parties, hereby waives and releases the Authority and its commissioners, directors, employees and agents (the "**Authority Parties**") from any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on the Site, the condition of the Site, or the use or occupancy of the Site pursuant to this Agreement, except, in any case, to the extent caused, contributed to or exacerbated by any Authority Party. Developer on behalf of itself and any and all of the Developer Parties hereby waives and agrees not to commence any action, legal proceeding, cause of action or suit in law or equity, of whatever kind and nature, directly or indirectly against the Authority in connection with Developer's use of the

Permitted Area under, or the license provided to Developer pursuant to, this Agreement and expressly waives the provisions of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Developer's Initials: _____

As applicable to the Parties, the Developer waives the protections provided in the following provisions:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE DEVELOPER PARTIES DO NOT KNOW OR SUSPECT TO EXIST IN THE DEVELOPER PARTIES' FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE DEVELOPER PARTIES MUST HAVE MATERIALLY AFFECTED THE DEVELOPER PARTIES SETTLEMENT WITH THE AUTHORITY PARTIES.

Developer's Initials: _____

Section 6. Term; Termination of Agreement.

The term of this Agreement shall extend from the Effective Date and shall expire on - _____ 20 __, unless otherwise agreed by the Parties or earlier terminated by either Party in accordance with Section 14 (the "Term"). In addition, if the MDA is terminated in whole or only with respect to the Site, this Agreement shall automatically terminate (without further action of the Parties). No expiration or earlier termination of this Agreement shall affect any provision that is expressly intended to survive any such expiration or earlier termination. Developer expressly acknowledges that any expenditures or improvements that it may make will in no way alter the Authority's right to terminate this Agreement in accordance with its terms. Upon the expiration or earlier termination of this Agreement, Developer shall (i) cause the Permitted Area to be in a safe, secure and sanitary condition, to the reasonable satisfaction of the Authority (to the extent the Permitted Area was in such condition as of the date of this Agreement), and (ii) promptly remove any or all equipment, materials, or any other personal property brought to the Site by or on behalf of any of the Developer Parties at Developer's sole risk and expense and without any compensation from the Authority. Developer shall promptly restore any damage to the Site, caused by such removal to substantially the condition that existed immediately prior to such removal. The Developer expressly acknowledges and agrees that it shall be solely responsible for the repair and renovation of any of existing improvements on the Site which are damaged or destroyed in connection with performing the Permitted Work, to the condition existing prior to the commencement of the Permitted Work. This Section 6 shall survive the expiration or earlier termination of this Agreement.

Section 7. Condition of Permitted Area.

Developer shall use commercially reasonable efforts to maintain the Permitted Area in a safe and secure condition, including, to the extent necessary in accordance therewith, by using fencing, supportive retaining walls, and other methods, during the entire period in which the Permitted Work is undertaken under this Agreement.

Section 8. Compliance with Laws and the MDA.

Developer shall complete, or cause the completion of, the Permitted Work prior to the expiration of the Term. In carrying out the Permitted Work, Developer shall comply with, and shall cause all Contractors (as defined below): (i) all applicable federal, state, and local laws, ordinances, rules, regulations, and orders, including all applicable building permit requirements and all applicable mitigation requirements; and (ii) all applicable requirements of the MDA.

Section 9. Equal Opportunity, Residents Hiring.

(a) Non-Discrimination. During the performance of the Permitted Work, Developer shall not discriminate on the basis of race, color, creed, religion, sex, sexual orientation, gender identity status, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting or demoting of any person engaged in the performance of the Permitted Work.

(b) Workforce MOU. The Developer shall comply with, and shall cause all Contractors (as defined below), to comply with all applicable requirements of the Workforce MOU, a copy of which is attached hereto as Exhibit D.

Section 10. Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Project Site (or any portion thereof), or a stop notice is served on the Authority, in connection with the Permitted Work, then Developer shall, within thirty (30) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Authority a surety bond in sufficient form and amount, or provide the Authority with other assurance reasonably satisfactory to the Authority that the claim of lien or stop notice will be paid or discharged.

(b) If Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section 10, then in addition to any other right or remedy, the Authority may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Developer's expense. Alternately, the Authority may require Developer to promptly deposit with the Authority the amount necessary to satisfy such lien or claim pending resolution thereof. The Authority may use such deposit to satisfy any claim or lien that is adversely determined against Developer.

(c) Developer shall record a valid notice of cessation or notice of completion upon cessation of the Permitted Work for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims of lien against the Site in connection with the Permitted Work. Developer authorizes the Authority, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the

Authority deems necessary or desirable to protect its interest in the Permitted Area, including the posting and recording of a notice of non-responsibility pursuant to California Civil Code section 8444.

Section 11. Hazardous Materials.

(a) Definitions. The following definitions shall apply for the purposes of this Section 11:

(1) "Hazardous Materials" shall mean:

(i) any "hazardous substance" as defined in section 101(14) of CERCLA (42 U.S.C. section 9601(14)) or section 25281(d) or 25316 of the California Health and Safety Code at such time;

(ii) any "hazardous waste," "infectious waste" or "hazardous material" as defined in section 25117, 25117.5 or 25501(j) of the California Health and Safety Code at such time;

(iii) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. section 1521 et seq.), Safe Drinking Water Act (42 U.S.C. section 3000 (f) et seq.), Toxic Substances Control Act (15 U.S.C. section 2601 et seq.), Clear Air Act (42 U.S.C. section 7401 et seq.), California Health and Safety Code (section 25100 et seq., section 3900 et seq.), or California Water Code (section 1300 et seq.) at such time; and

(iv) any additional wastes, substances or material that at such time are classified, considered or regulated as hazardous or toxic under any environmental or similar laws relating to the Permitted Area.

(2) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Permitted Area or any portion thereof.

(b) Certain Covenants and Agreements.

(1) Developer shall not knowingly permit the Permitted Area or any portion of the Project Site to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Permitted Area; provided however that, for the purposes of this Section 11(b) only, Hazardous Materials shall not include: materials located in, on or under the Permitted Area as of the Effective Date, materials in reasonable quantities for lawful use in the Permitted Work; reasonable quantities of gardening materials, so long as used in a lawful manner; certain substances which may contain chemicals listed by the State of California pursuant to Health and Safety Code sections 25249.8 et seq., which substances are commonly used in reasonable quantities and in a lawful manner by a significant portion of the population living within the region of the Site.

(2) Developer shall not cause the Permitted Area to be in violation of any Hazardous Materials Laws;

(3) Promptly following Developer obtaining actual knowledge of any of the following, Developer shall notify the Authority in writing of:

(i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened in writing against Developer in connection with the Permitted Work pursuant to any applicable Hazardous Materials Laws;

(ii) any and all claims made or threatened in writing by any third party against Developer relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or from the Permitted Area (the matters set forth in the foregoing clause (1) and this clause (2) are hereinafter referred to as "Hazardous Materials Claims"); and

(iii) the presence of any Hazardous Materials in, on or under the Permitted Area in such quantities which require reporting to a government agency.

(4) Without the Authority's prior written consent, Developer shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Permitted Area (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect of any Hazardous Materials Claims.

(5) Developer shall deliver to Authority copies of all environment reports and studies related to Hazardous Materials with respect to the Site obtained by Developer during the Term, provided that Developer makes no representation or warranty with respect to such reports and studies, and Developer shall have no responsibility or liability for any lack of accuracy or completeness of any such reports and studies.

(c) Developer's Indemnity. In addition to the indemnification obligations set forth in Section 13, except to the extent caused, contributed to or exacerbated by any Authority Party, Developer hereby agrees to indemnify, defend (with counsel reasonably acceptable to the Authority) and hold harmless the Authority Parties from and against any and all Losses (as defined below) arising from the failure of any of the Developer Parties to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal, of such Hazardous Materials into, on, under or from the Permitted Area at any time during the Term. In no event shall this Agreement give rise to any obligation of the Developer Parties to remediate any Hazardous Materials existing on the Site prior to the commencement of the Permitted Work (collectively, the "Existing Hazardous Materials").

(d) Authority Indemnity for Existing Hazardous Materials. The Authority agrees to indemnify, protect, hold harmless and defend the Licensee, its partners, shareholders, officers, directors, employees, insurers, sureties, attorneys, agents and contractors, from and against any and all third-party claims, demands, losses, damages, liabilities, fines, penalties,

charges, causes of action, administrative and judicial proceedings and orders, settlements, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees, expert witness fees and costs), arising out of the presence of any Existing Hazardous Materials, regardless of whether or not such Hazardous Materials are disclosed in the Hazardous Material Reports described in the MDA.

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

(1) any public housing project of the Authority (as the term "project" is defined in the ACC);

(2) any operating receipts of the Authority (as the term "operating receipts" is defined in the ACC); or

(3) any public housing operating reserve of the Authority reflected in the Lessor's annual operating budget and required under the ACC.

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

(f) Limitation on Authority Indemnity. Notwithstanding the foregoing, Developer, on behalf of itself and any Developer Party agrees and acknowledges that in no event shall the Authority's indemnity obligation set forth above require the Authority to reimburse the Developer for costs incurred by, or on behalf of, such party, in connection with: (i) remediation or abatement of Hazardous Materials contemplated by the applicable Construction Plans; (ii) remediation or abatement of Hazardous Materials that is funded by any City Subsidy, other funds received under a City Loan Agreement, or otherwise funded by the City; or (iii) remediation or abatement of Hazardous Materials that is otherwise financed by a funding source set forth in, or contemplated by, a Financing Plan. As between the Authority and the Developer, the performance of any work related to, or necessary for, the abatement or remediation of any Hazardous Materials, including, but not limited to any Existing Hazardous Materials, shall be performed by the Developer (to the extent applicable such abatement or remediation is contemplated under the Permitted Work).

(g) Survival. This Section 11 shall survive the expiration or earlier termination of this Agreement.

Section 12. Required Insurance Coverage. Prior to entry onto the Permitted Area, Developer shall provide to the Authority evidence of the following and thereafter Developer

shall maintain and keep in force, or in the alternative, shall require its Contractor (as defined below) to carry, insurance of the following types, if applicable:

(a) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits of not less than One Million Dollars (\$1,000,000) each accident.

(b) Commercial General Liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. This insurance may be provided with a combination of primary and excess insurance.

(c) Commercial Automobile Liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence with combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(d) Contractors Pollution Liability insurance with limits of not less than Three Million Dollars (\$3,000,000) aggregate per policy period of one (1) year. If the Permitted Work involves lead-based paint or asbestos identification/remediation, then such insurance shall not contain lead-based paint or asbestos exclusions. Such insurance shall be maintained for the duration of the Permitted Work.

(e) The required insurance shall be provided under an occurrence form, with the exception of the Contractors Pollution Liability insurance, which may be provided on a claims-made basis, and Developer (or its Contractor) shall maintain such insurance until this Agreement is terminated, except as otherwise specified above. Should any of the required insurance in Section 12(b) provide that claims investigation or legal defense costs are included in such annual aggregate limit; such annual aggregate limit shall be twice the occurrence limits specified above.

(f) Commercial General Liability, Commercial Automobile Liability, and Contractors Pollution Liability insurance policies shall be endorsed to name as an additional insured the Authority Parties.

(g) All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the Authority, provided such notification is permitted by the carrier, and, in the event such notification is not permitted, Developer shall provide written notice to the Authority within five (5) days following Developer's receipt of notification from the insurance carrier of notice of cancellation, reduction in coverage or intent not to renew.

(h) Each policy shall be underwritten and issued by companies authorized to do business in California, with Best's Rating of at least A:VII or better. Developer shall provide the Authority with certificates of insurance evidencing the limits and coverages required by this Section 12.

- (i) All proofs of insurance shall be delivered to the following:

Housing Authority of the City and County of San Francisco
Housing Development and Modernization Department
1815 Egbert Street, Suite 300
San Francisco, California 94124
Attn: Aaron Goodman
Phone: (415) 715-3236
Email: goodmana@sfha.org

(j) For purposes of this Section 12, "**Contractor**" means any general contractor under a direct contract with Developer for performing any portion of the Permitted Work.

(k) This Section 12 shall survive the expiration or earlier termination of this Agreement.

Section 13. Indemnification.

(a) Subject to the provision of Section 11, and to the fullest extent permitted by law, Developer shall indemnify, defend (with counsel reasonably acceptable to the Authority) and hold harmless the Authority Parties, from and against any losses, claims, damages, liabilities, judgments, causes of action or actions (including reasonable attorneys' fees and costs) (collectively, "**Losses**") arising from: (i) any act or failure to act by any of the Developer Parties under this Agreement, including the failure, or alleged failure, to comply with any applicable law related thereto (ii) acts or omissions of Developer or any of Developer Parties in performing the Permitted Work on the Permitted Area, including the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person that shall occur in or around the Permitted Area to the extent caused by the act or omission of any of Developer Parties, (iii) any mechanic's lien, or similar claim made against the Authority or the Permitted Area in connection with the Permitted Work, or (iv) Developer's breach of this Agreement.

(b) This Section 13 shall survive the expiration or earlier termination of this Agreement.

Section 14. Remedies.

Upon the occurrence and during the continuance of an Event of Default (defined below), the non-Defaulting Party (defined below) may take whatever action at law or in equity as may appear reasonably necessary to enforce this Agreement, including: (i) by terminating this Agreement by delivery of notice thereof to the Defaulting Party (defined below), (ii) by commencing an action against the Defaulting Party for damages, or (iii) by commencing an action against the Defaulting Party for specific performance or injunctive relief. The remedies available to the non-Defaulting Party shall be cumulative, and no remedy expressly provided for in this Section 14 shall be deemed to exclude any other remedy available at law or in equity.

Section 15. Notice of Default and Opportunity to Cure.

A Party shall be deemed to be a "Defaulting Party" and an "Event of Default" shall have been deemed to have occurred if such Party breaches this Agreement and such Party fails to cure such breach within (i) fifteen (15) Business Days after receipt of notice from the non-Defaulting Party of such breach, if the breach is monetary in nature and (ii) thirty (30) days after receipt of notice from the non-Defaulting Party of such breach, if the breach is not monetary in nature. However, if any such non-monetary breach is susceptible of cure but not within the above-specified cure period, the period of time for cure shall be extended as is reasonably necessary to permit cure, but in no event to a date later than ninety (90) days after the breaching Party is notified of the breach, and only so long as the breaching Party is diligently pursuing the cure to completion at all times during that period.

Section 16. Notices, Demands and Communications.

Whenever any notice or any other communication is required or permitted to be given under any provision of this Agreement (as, for example, where a Party is permitted or required to "notify" the other Party), such notice or other communication shall be in writing, signed by or on behalf of the Party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (i) the date of the actual delivery, (ii) if mailed, three (3) Business Days after the date mailed by certified or registered mail, return receipt requested, with postage prepaid, or (iii) if sent with a reputable air or ground courier service, fees prepaid, the date on which such courier represents such notice will be available for delivery, in each case to the respective address(es) of the Party to whom such notice is to be given as set forth below, or at such other address of which such Party shall have given notice to the other Party as provided in this Section 16. Legal counsel for any Party may give notice on behalf of such Party.

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

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

If to Developer, to: Sunnydale Development Co., LLC
c/o Mercy Housing California
1360 Mission Street
San Francisco, CA 94103
Attn: Ramie Dare

with a copy to: Klein Hornig LLP
101 Arch Street, Suite 1101
Boston, MA 02110

- Attn: Daniel M. Rosen

Section 17. Relationship of Parties; No Third Party Beneficiaries.

Nothing in this Agreement shall be deemed to render the Parties a partner in the other Party's business or a joint venturer or member in any joint enterprise with the other Party. No Party shall have the right to act as the agent of any other Party in any respect hereunder. This Agreement is made and entered into only for the protection and benefit of the Parties and their respective successors and permitted assigns. No other person shall have or acquire any right or action of any kind based upon the provisions of this Agreement except as explicitly provided to the contrary in this Agreement.

Section 18. Attorneys' Fees and Costs.

In the event any action or proceeding in court or other dispute resolution mechanism permitted or required under this Agreement is commenced by either Party to interpret or enforce the terms of this Agreement, the prevailing Party therein shall be entitled to recover from the non-prevailing Party all of the prevailing Party's reasonable costs and expenses in connection therewith, including on any appeal and including expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and reasonable attorneys' fees and costs for the services rendered to the prevailing Party in such action or proceeding (which shall include the reasonable costs for services of any Party's or its manager's in-house counsel).

Section 19. Time.

Time is of the essence in this Agreement.

Section 20. Assignment.

The Developer shall not assign its interest under this Agreement without the prior written consent of the Authority. During the Term, unless required by HUD, or otherwise required by applicable law, the Authority shall not transfer its interest in the Permitted Area without the prior written consent of Developer.

Section 21. Binding Effect.

This Agreement shall inure to and bind the Parties, their respective representatives, successors and assigns; provided, however, nothing in this Section 21 shall be deemed to permit Developer or the Authority to assign this Agreement except as set forth in Section 20.

Section 22. Interpretation.

Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit or defined term of this Agreement. Any reference to a Recital,

an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. References in this Agreement to days shall be to calendar days, unless otherwise specified. If the last day of any period to give or reply to a notice, meet a deadline or undertake any other action occurs on a day that is not a day of the week (but not a Saturday or Sunday) on which national banks in California are open to the public for carrying on substantially all business functions (a "**Business Day**"), then the last day for giving or replying to such notice, meeting such deadline or undertaking any such other action shall be the next succeeding Business Day. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. The term "dollars" (whether or not capitalized) and the symbol "\$" means United States Dollars. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Any reference to this Agreement includes any amendments, renewals or extensions now or hereafter approved by the Parties in accordance with the terms of this Agreement.

Section 23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any principles of conflict of laws. For this purpose the Parties shall be deemed to reside in such state and this Agreement shall be deemed to be performed exclusively in such state. Venue of any proceeding shall be exclusively in a forum of proper jurisdiction in such state or in the City and County of San Francisco, California.

Section 24. Waiver.

No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the Party charged with the waiver. No waiver of any breach or any failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other right arising under this Agreement.

Section 25. Entire Agreement.

This Agreement sets forth the entire agreement of the Parties with respect to this subject and this Agreement may not be modified except in writing signed by authorized representatives of each Party. All exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Agreement (including Civil Code section 1654 as may be amended from time to time).

Section 26. Severability.

If any provision of this Agreement or the application of any provision to any person or circumstances shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 27. No Right to Develop; Non-Possessory Interest.

Developer acknowledges that this Agreement merely permits Developer the limited right to enter the Permitted Area, as set forth herein, and to perform the Permitted Work and does not grant any other right to use or otherwise develop the Project Site, or an portion thereof (other than in accordance with the MDA). Notwithstanding the limited right to enter granted herein, the Authority retains full ownership and possession of the Site, and Developer will not acquire any ownership interest, or estate in the Site, whether temporary, permanent, revocable, or irrevocable, possessory, or otherwise, by reason of this Agreement, or by the exercise of the rights granted herein. Developer will make no claim to any such estate or interest and hereby waives and relinquishes any and all right or claim it has or may have in or to any such estate or interest. Nothing in this Agreement shall be deemed to waive, limit, or modify the conditions precedent to the execution of a Ground Lease for the Site as set forth in the MDA.

Section 28. Counterparts.

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

Remainder of Page Left Intentionally Blank

WHEREFORE, the Authority and Developer have entered into this Agreement as of the Effective Date.

AUTHORITY:

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

By: _____

Barbara T. Smith
Acting Executive Director

APPROVED AS TO FORM:

Dianne Jackson McLean
Goldfarb & Lipman LLP
Special Legal Counsel

DEVELOPER:

SUNNYDALE DEVELOPMENT CO., LLC,
a California limited liability company

By: Mercy Housing California, a California
nonprofit public benefit corporation

Its: Member

By: _____

Name: _____

Title: _____

By: The Related Companies of California, LLC,
a California limited liability company

Its: Member

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF PROJECT SITE

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

LOT 1 OF BLOCKS 6310, 6311, 6312, 6313, 6314 AND 6315 SUNNYDALE LOW RENT HOUSING PROJECT, AS THE SAME IS SHOWN ON MAP THEREOF RECORDED DECEMBER 30, 1941 IN MAP BOOK "O", PAGE 57, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

APN: Lot 001; Blocks 6310, 6311, 6312, 6313, 6314 and 6315

EXHIBIT B

SITE MAP OF THE PERMITTED AREA

EXHIBIT C

DESCRIPTION OF EXPLORATORY TESTING PLANS

EXHIBIT K

Hazardous Materials Documents

SUNNYDALE HOPE SF

(to follow)

Exhibit L

Market Rate Housing Guidelines

This document (the "Market Rate Housing Guidelines") establishes a process to develop a program for Market Rate Housing Developments and to select Market Rate Housing Development Owners that will purchase Market Rate Housing Development Sites from the Authority in accordance with the Master Development Agreement between the Housing Authority of the City and County of San Francisco (the "Authority") and Sunnydale Development Co., LLC (the "Developer") dated _____ (the "MDA"). Capitalized terms used in this document and not otherwise defined shall have the meaning provided in the MDA.

The Authority, the Developer and MOHCD intend to further develop these Market Rate Housing Guidelines, either in general terms or relative to a given Phase, and may choose to establish one or more separate DDAs or other equivalent agreements to implement the Market Rate Housing Development activities.

1. Program:

- a. The goal of the Market Housing Development process is to develop approximately six hundred (600) market rate units in the Project across multiple Market Rate Housing Development Sites.
- b. MOHCD may choose to incorporate below market rate units ("BMR Units") into the development program for all or some of the Market Rate Housing Development Sites. MOHCD reserves the right to require BMR units in amounts and at levels of affordability to be determined by MOHCD prior to issuance of the applicable solicitation documents. The parties acknowledge that inclusion of such BMR units will have the effect of lowering the subject parcel's sale price and that MOHCD's

gap funding is partially contingent on market-rate sale proceeds. It is not MOHCD's intention to slow the Project's construction schedule by requiring BMR units. Any such requirements for BMR Units will be memorialized in the solicitation documents for the subject parcel and in a Notice of Special Restrictions requiring the ongoing provision of BMR Units on the subject property.

- c. Without limiting MOHCD's rights to require BMR Units in some or all of the Market Rate Housing Development Sites, the Market Rate Housing Development Sites shall not be subject to any of the affordable housing obligations required by Planning Code Section 415, *et seq.* or any similar affordable/inclusionary housing requirements to which the Market Rate Housing Development Sites Project Site would be subject in the absence of the City DA or the MDA. The overall housing program as established in the City DA satisfies the City's inclusionary affordable housing requirements without the provision of any inclusionary / BMR Units in the Market Rate Housing Development Sites.
- d. The programmatic requirements for each Market Rate Housing Development Site will be established by the Developer and MOHCD and subject to City Approval. MOHCD acknowledges, in connection with carrying out its consultation with the Authority as part of the City Approval process, that the Authority is committed to facilitating high-quality, family developments as well as financial feasibility for the Market Rate Housing Developments.
- e. The Authority will not place restrictions on the Market Rate Housing Development Sites that would have the effect of reducing their value in order to maximize sales price and resources for the Project to be funded to MOHCD pursuant the Cashflow MOU; provided, however, that the Market Rate Housing Development sites may be subject to applicable provisions of the Workforce MOU.

2. Role of Developer

- a. The Developer or its Affiliate will carry out Market Rate Housing Development Site Preparation in accordance with the MDA using City Subsidy.
- b. The Developer will work with the City pursuant to the City DA to carry out a process (the “RFP Process”) comprised of the following elements:
 - i. prepare a development program for each Market Rate Housing Development Site in accordance with applicable City DA Approvals and these Guidelines (the “Market Rate Program”);
 - ii. prepare Requests for Proposals or otherwise initiate and create documents for a competitive sale or selection process for each Market Rate Housing Development Site for the Approval of both MOHCD and the Authority; and
 - iii. manage the RFP Process to identify third-party Market Rate Housing Development Owners.

3. Developer Compensation

- a. The Developer or its Affiliate will be compensated for coordinating and overseeing each Phase of Market Rate Housing Development Site Preparation through the Infrastructure Developer Fee to be established by the City pursuant to the terms of the HOPE SF Developer Fee Policy.
- b. The Developer or its Affiliate will be compensated for coordinating and overseeing the RFP Process for the marketing and disposition of each Market Rate Housing Development Site through a Lot Sales Proceeds Fee to be established by the City pursuant to the terms of the HOPE SF Developer Fee Policy.

4. Developer Opportunities to Acquire Market Rate Housing Development Sites

- a. MOHCD and the Authority reserve the right to offer certain Market Rate Housing Development Sites for sale to Developer or its Affiliate for appraised value on a sole-source basis, subject to the terms and provisions of any future agreement(s) between the Parties.

- b. Developer or its Affiliate may choose to bid on any of the Market Rate Parcels offered pursuant to the RFP Process described above. If Developer or its Affiliate chooses to bid on (or wishes to reserve the ability to bid on) any Market Rate Parcel, then Developer shall recuse itself from the RFP Process.

EXHIBIT M

Form of Notice of Termination

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

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Housing Authority of the City and County of San Francisco
1815 Egbert Street
San Francisco, CA 94124
Attn: Acting Executive Director

Recorder's Stamp

Block/Lot: _____

Address: _____, San Francisco, California

NOTICE OF TERMINATION
(Sunnydale-Velasco)

WHEREAS, under that certain Master Development Agreement by and among Sunnydale Development Co., LLC, a California limited liability company ("Master Developer"), the City and County of San Francisco, a municipal corporation (the "City") acting by and through the Mayor's Office of Housing and Community Development, and the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (the "Authority"), dated as of _____ and recorded in the Official Records of the City and County of San Francisco (the "Official Records") on _____ as Document No. _____ at Reel ____, Image ____, (the "MDA"), the [Affordable Housing/Market Rate Housing] Development Closing has occurred with respect to certain real property situated in the City and County of San Francisco, State of California, which property is more particularly described in Exhibit A hereto (the "Property");

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings set forth in the MDA;

WHEREAS, the MDA terminated in accordance with its terms with respect to the Property as of the [Affordable Housing/Market Rate Housing] Development Closing with respect thereto; and

WHEREAS, in accordance with the MDA, the undersigned desire to record this Notice of Termination with respect to the Property.

NOW, THEREFORE, the undersigned do hereby record this Notice of Termination to confirm that the MDA has terminated in accordance with its terms with respect to the Property.

Nothing contained in this Notice of Termination shall modify in any other way any other provisions of the MDA or any other provision of any documents incorporated in the MDA, in each case including any provisions that survive termination of the MDA and any provisions regarding such survival.

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IN WITNESS WHEREOF, the undersigned have executed this Notice of Termination as
of _____, 20__.

CITY:

MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

By: _____
Olson Lee, Director

APPROVED AS TO FORM:

DENNIS J. HERRERA,
City Attorney,
as counsel to MOHCD

By: _____
Heidi J. Gewertz, Deputy City Attorney

Signatures continue on following page

AUTHORITY:

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

By: _____

Barbara T. Smith
Acting Executive Director

APPROVED AS TO FORM:

Goldfarb & Lipman LLP,
Special Legal Counsel

By: _____

Dianne Jackson McLean

Signatures continue on following page

MASTER DEVELOPER:

**SUNNYDALE DEVELOPMENT CO., LLC, a
California limited liability company**

By: Mercy Housing California, a California
nonprofit public benefit corporation,
its Member

By: _____

Name: _____

Title: _____

By: The Related Companies of California, LLC,
a California limited liability company,
its Member

By: _____

Name: _____

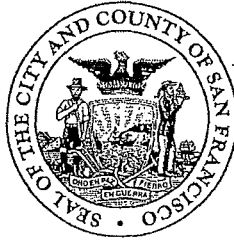
Title: _____

EXHIBIT A

Legal Description of the Property

BOS-11 COB - City AT
-and Use, Budget

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7630
Fax No. 554-7634
TDD/TTY No. 544-5227

London Breed

PRESIDENTIAL ACTION

Date: 12/28/16

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No. _____
(Primary Sponsor)

Title: _____

Transferring (Board Rule No 3.3)

File No: 161356 Cohen
(Primary Sponsor)

Title: Master Development Agreement - Sunnydale Development Co., LLC -
Sunnydale HOPE SF Project

From: Land Use & Transportation Committee

To: Budget & Finance Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor _____

Replacing Supervisor _____

For: _____ Meeting
(Date) (Committee)

London Breed, President
Board of Supervisors

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 DEC 29 PM 4:36
BY: [Signature]

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

2016 DEC 13 PM 3:26
 Time stamp
 or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Cohen

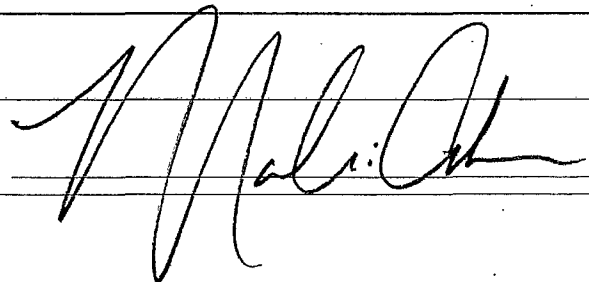
Subject:

Master Development Agreement – Sunnydale Development Co., LLC – Sunnydale HOPE SF Project

The text is listed below or attached:

Attached

Signature of Sponsoring Supervisor:



For Clerk's Use Only:

FILES: 16114, 16135
16116, 16135
Reviewed in Committee
1/11/17
JWB

HOPE SF

POTRERO & SUNNYDALE

Master Plan Projects

Board of Supervisors Budget & Finance

Committee

January 11, 2017

HOPE SF Initiative

What is the HOPE SF Initiative?

- The collective impact initiative known as HOPE SF is the nation's first large-scale public housing transformation and reparations effort aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of residents. We value:
 - **Resident voice and peer leadership;**
 - Healing communities through **trauma-informed systems;**
 - **Public system transformation;**
 - **Racial equity;** and
 - Results through **data and innovation.**



Potrero



Hunter's View



Alice Griffith



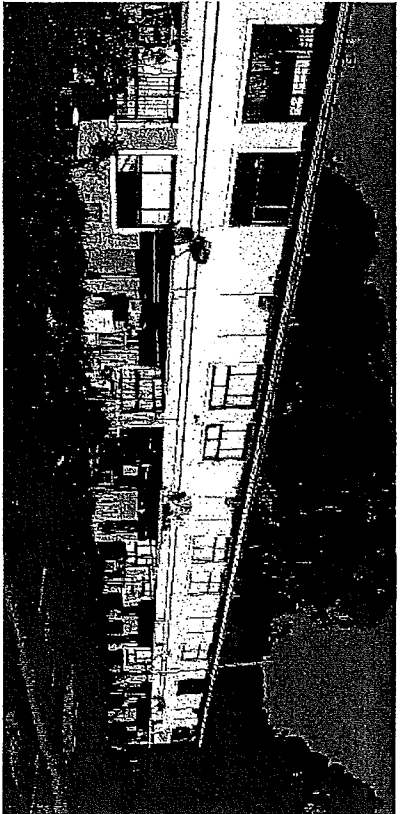
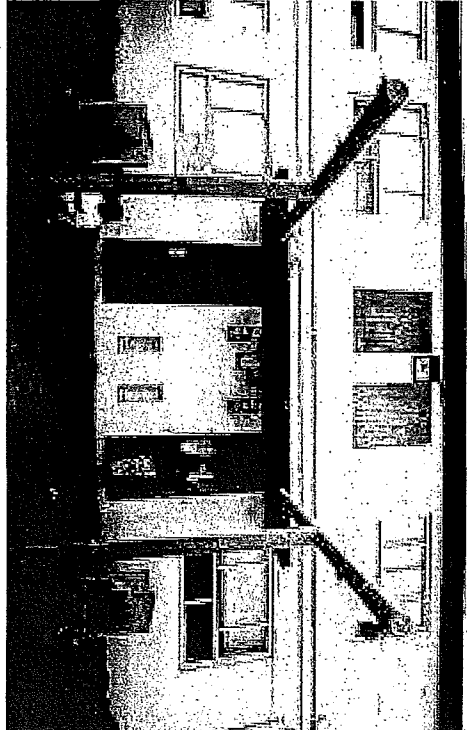
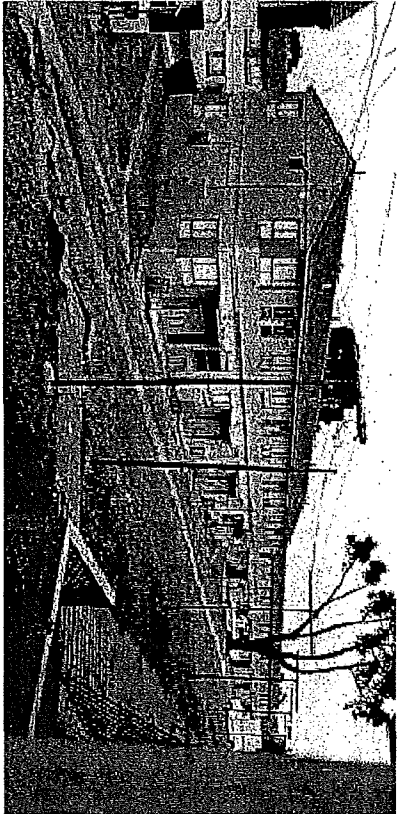
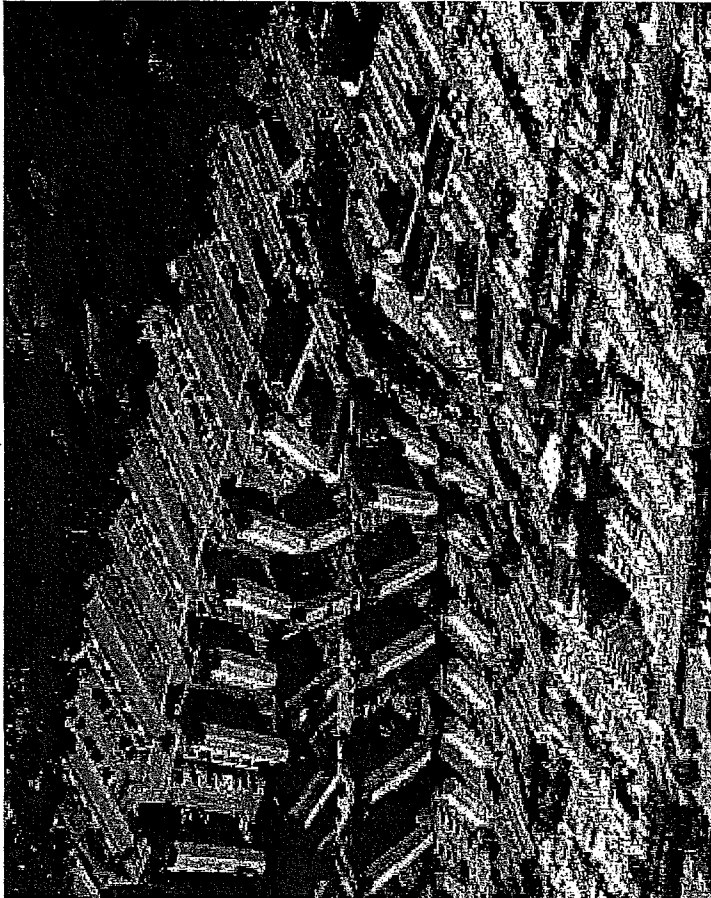
Sunnydale

HOPE SF Initiative

Community Snapshot by Site nearly 5,000 HOPE SF residents across four communities

Aspect	Hunters View	Alice Griffith	Potrero	Sunnydale
Residents (on-lease)	123 households 319 people Avg. Size 2.6	226 households 690 people Avg. Size 3.0	619 households 1,370 people Avg. Size 2.3-3.0	775 households 1,718 people Avg. Size 2.5
Ethnic Breakdown	47% African-American 17% Asian 16% Pacific Islander 10% Latino 9% White	65% African-American 14% Latino 13% Pacific Islander 7% Asian 1% White	58% African-American 21% Latino 6% Asian 5% Pacific Islander 3% White	39% African-American 20% White 17% Latino 16% Asian 7% Pacific Islander
Anchor Partners	John Stewart Co.; Bayview YMCA	McCormack Baron Salazar; Urban Strategies	Bridge Housing / Urban Services YMCA	Mercy Housing/ Related California/TURF/ VVSF/ Bayview YMCA
Core Activities	<u>Service Connection</u> <ul style="list-style-type: none"> Needs Assessment Family Plans <ul style="list-style-type: none"> Referrals and follow up Concentrated work in employment, housing, health, education, public safety Community Events Resident Leadership 	<u>Service Connection</u> <ul style="list-style-type: none"> Needs Assessment Family Plans <ul style="list-style-type: none"> Referrals and follow up Concentrated work in employment, housing, health, education, public safety Community Events Resident Leadership 	<u>Community Building</u> <ul style="list-style-type: none"> Gardening Programs Healthy Living Healthy Generations Outreach for key services/programs <u>Early Services Connection</u> <ul style="list-style-type: none"> Needs Assessments Family plans Concentrated work in employment, health, education, public safety 	<u>Community Building</u> <ul style="list-style-type: none"> Intentional outreach for Collaborative Services Wellness Activities Support groups <u>Early Services Connection</u> <ul style="list-style-type: none"> Needs Assessments Family plans Concentrated work in employment, health, education, public safety

HOPESF Initiative



HOUSED. HEALTHY. WELL.

HOPE SF Principles

1. **Ensure no loss of public housing (1:1)**
2. Create an economically integrated community
3. Maximize the creation of new affordable housing
4. Involve residents at the highest levels of participation throughout the rebuilding process
5. Provide economic opportunities through the rebuilding process
6. Integrate the rebuilding process with neighborhood improvement plans
7. Create environmentally sustainable and accessible communities
8. Create a strong sense of community



3085

HOPE SF Master Plan Approvals

1. Development Agreement Ordinance
2. Housing Authority Contract Resolution
3. Planning Code, SUD Ordinance
4. Zoning Map Code Amendment Ordinance
5. General Plan Amendment Ordinance

Actions taken by the Planning Commission:

- a. Certification of Final EIRs
- b. Adoption of Planning Code
Section 295 Findings
- c. Adoption of CEQA Findings and
Master General Plan 101.1 Findings



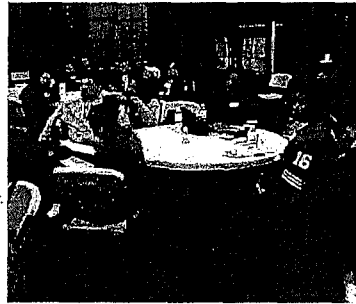
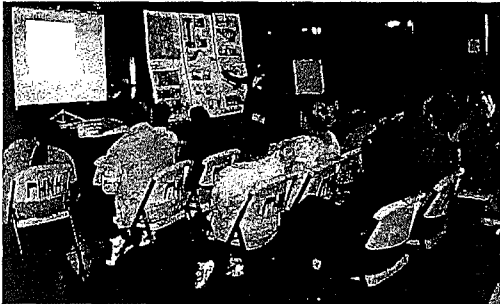
Sunnydale Master Plan



Potrero Central Park

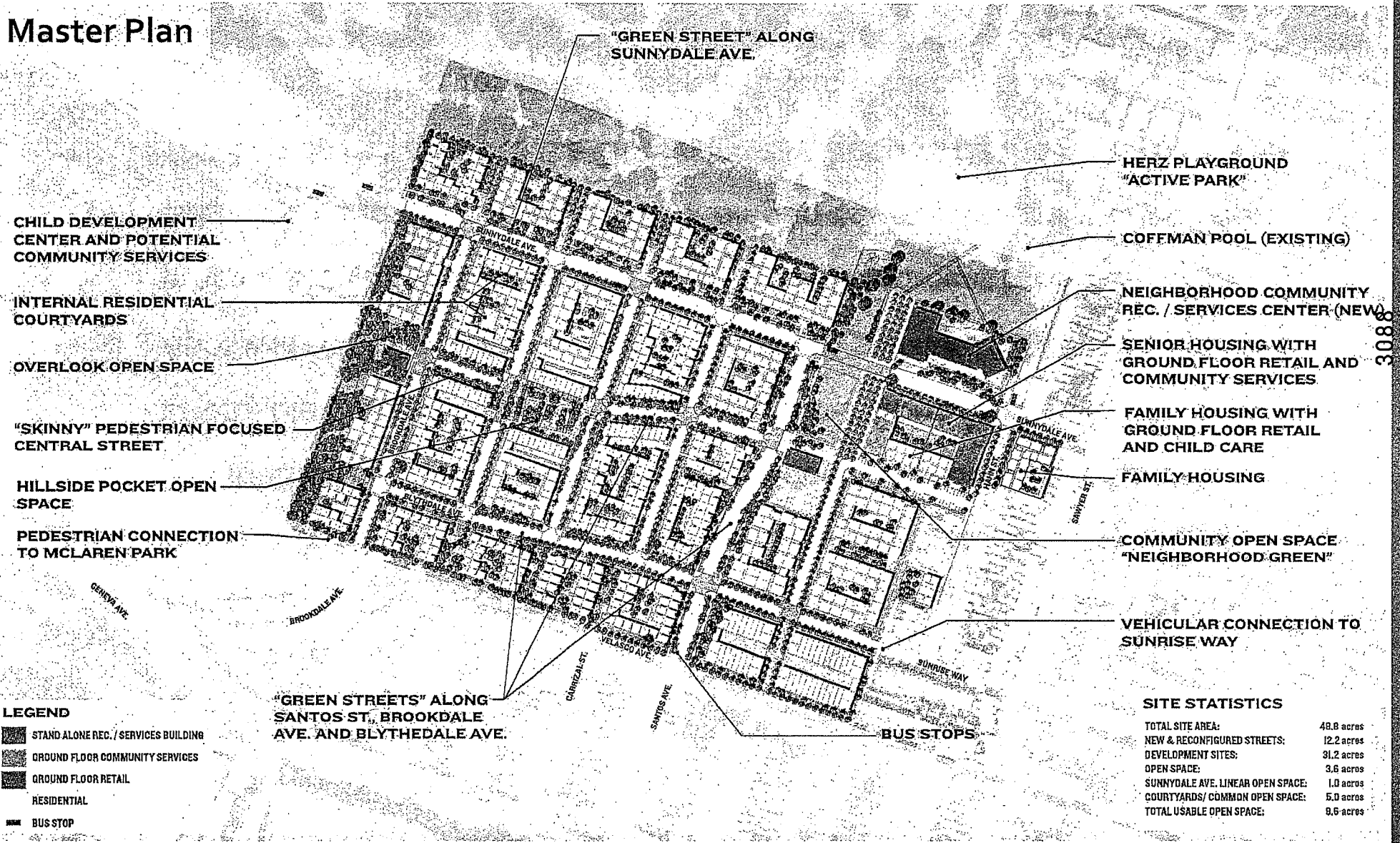
HOPE SF Funding Plan

- The funding plan relies on multiple sources of funds, but primarily on the Housing Trust Fund and cross-subsidy from market rate parcel sales.
- The funding plan is phased over a long period and allows for continued affordable housing development at other sites around the City.
- Approval of City funding sources will undergo standard City annual approval processes on a phase-by-phase basis. The development timelines will be extended if there is not sufficient funding to achieve the current timelines.
- The DAs do not obligate the City financially, but outline the terms by which the projects will be implemented once funding is secured for each phase.



HOPE SF sunnydale

Master Plan

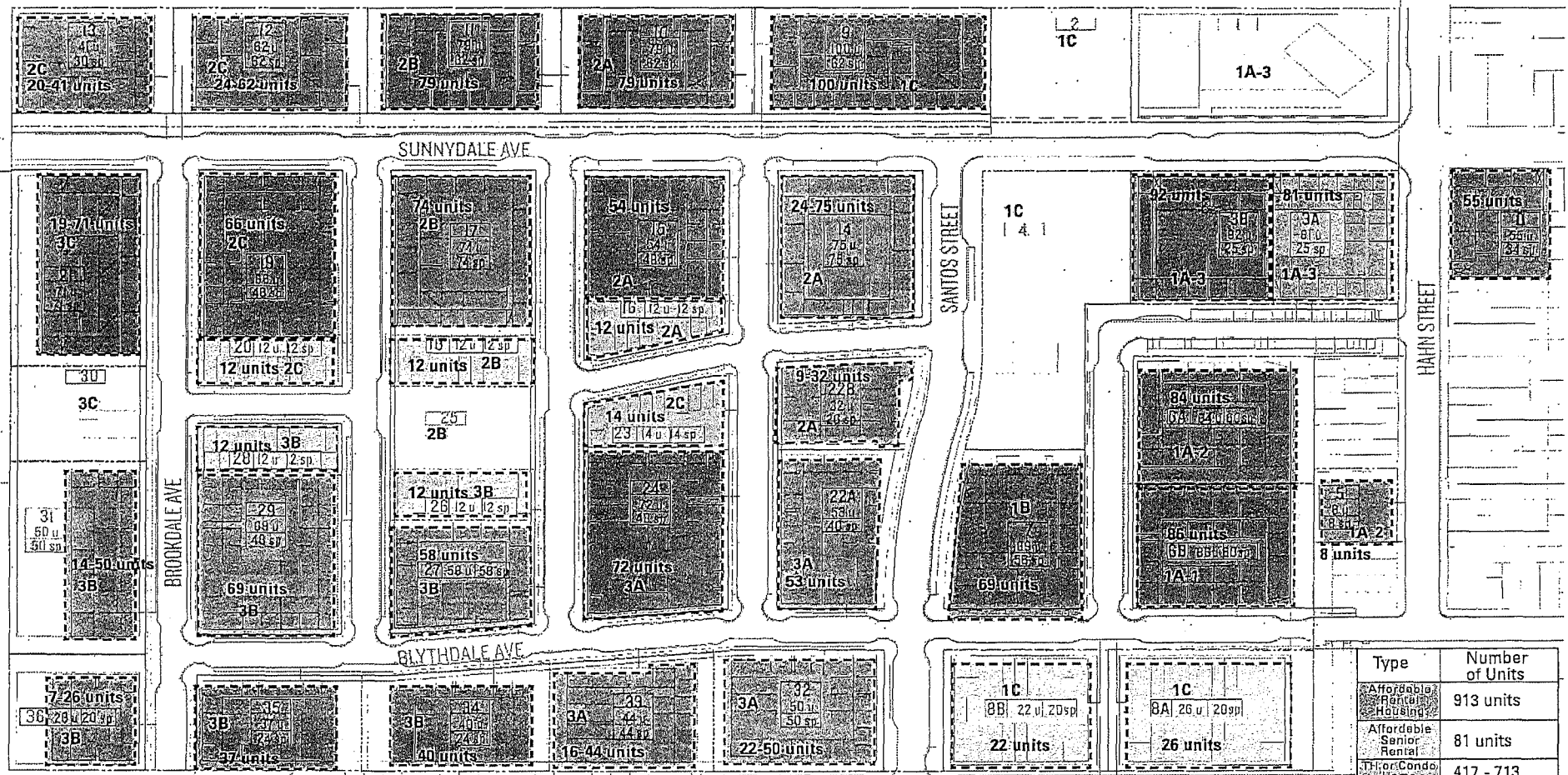


HOPE SF Sunnydale

Phase 1A-1C
Phase 2A-2C
Phase 3A-3C

2017-2021
2021-2028
2026-2030

Affordable/Market Rate Building Plan





3089

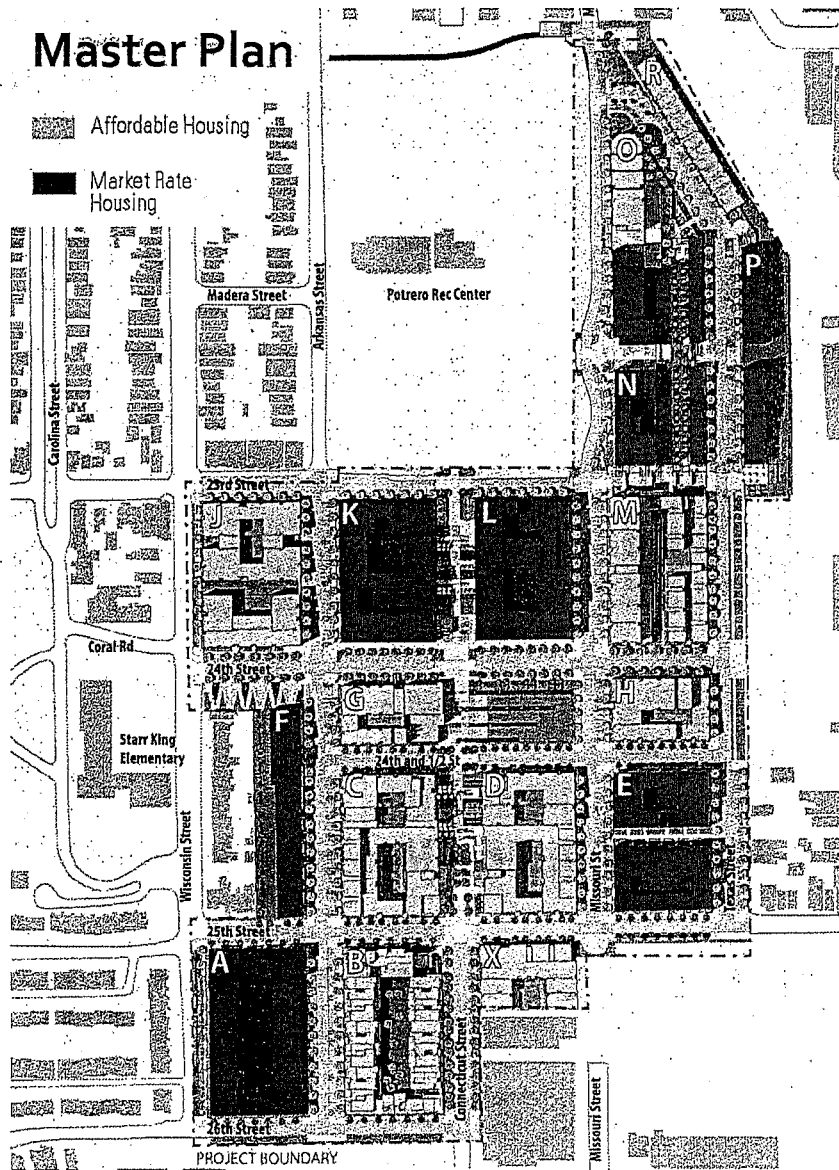
*NOTE: 1929 units represents the highest unit count indicated in the ranges shown on the diagram. The actual maximum number of units cannot exceed 1700 per the Sunnydale Hope SF CEQA/NEPA study.

Type	Number of Units
Affordable Rental Housing	913 units
Affordable Senior Rental	81 units
For-Cond Home Ownership	417 - 713 Units
Townhouse Home Ownership	122 units
TOTAL:	1533-1829* units

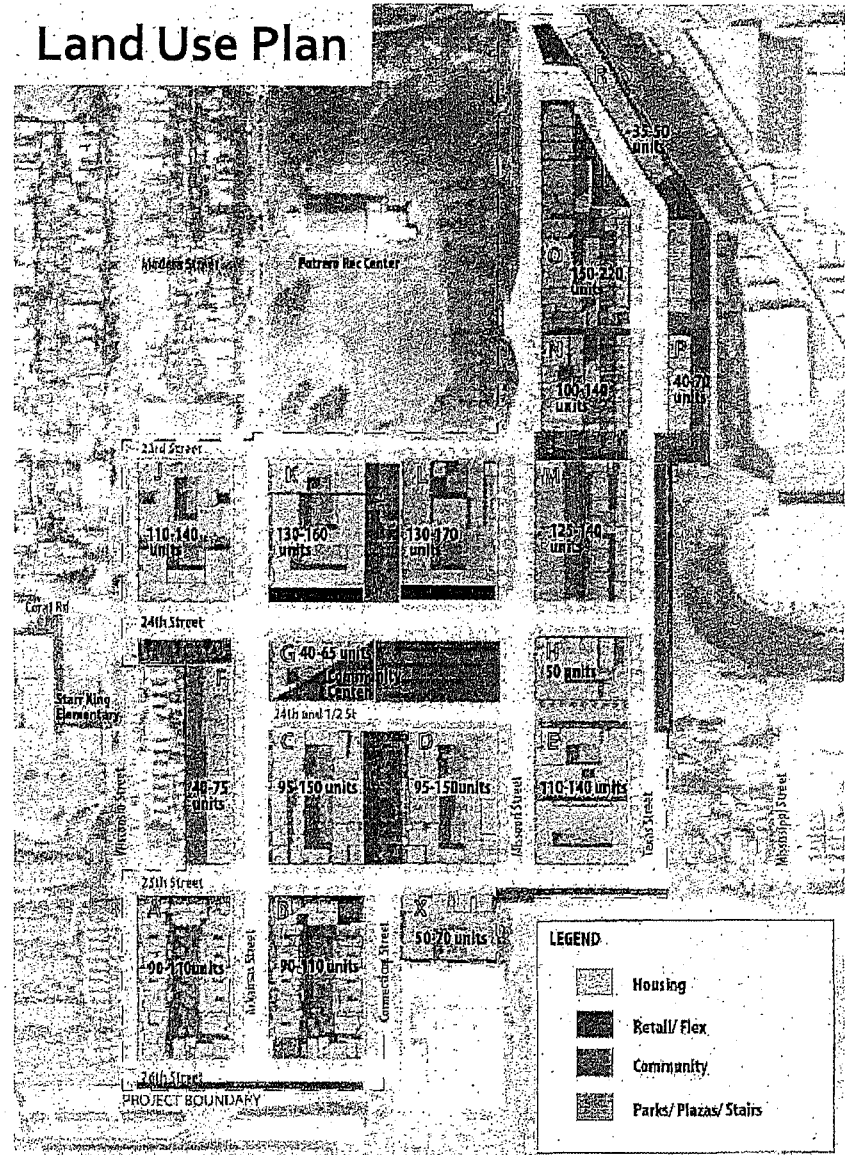
HOPE SF Potrero

Master Plan

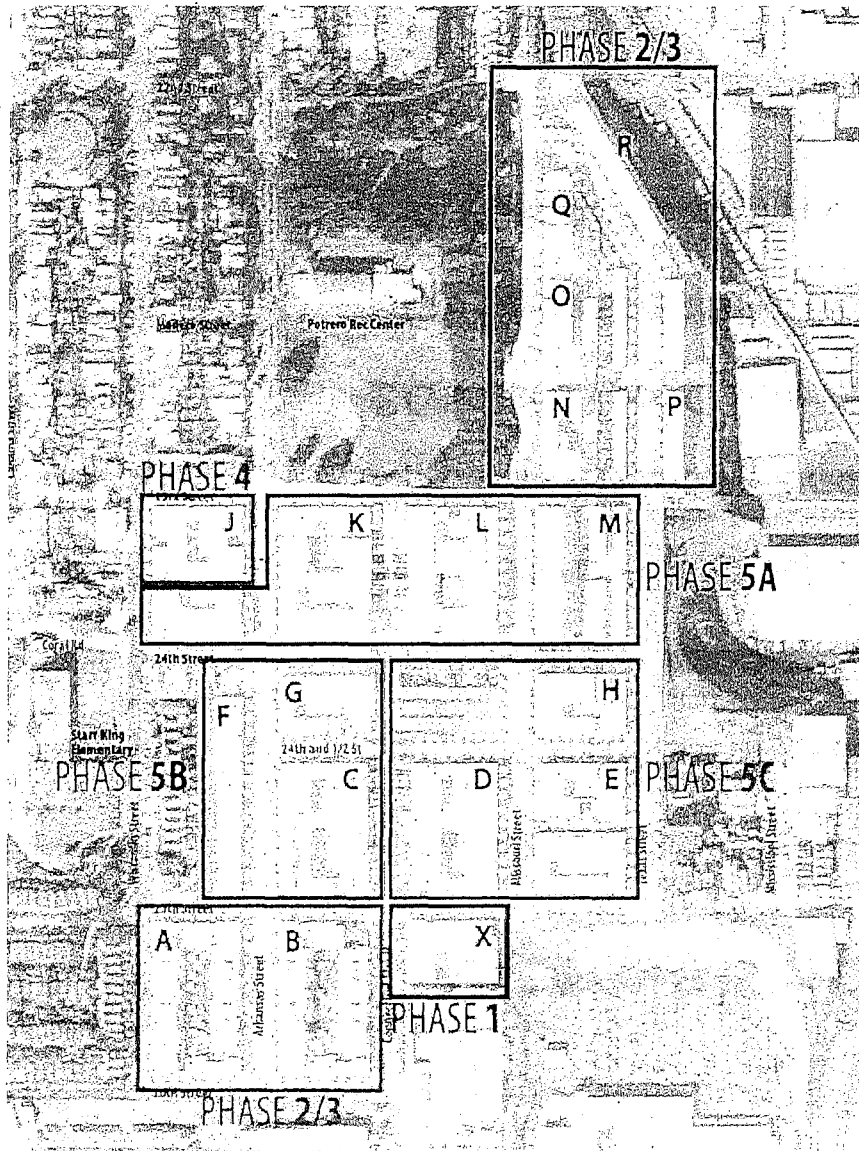
-  Affordable Housing
-  Market Rate Housing



Land Use Plan



HOPE SF Potrero



Phasing/Timeline

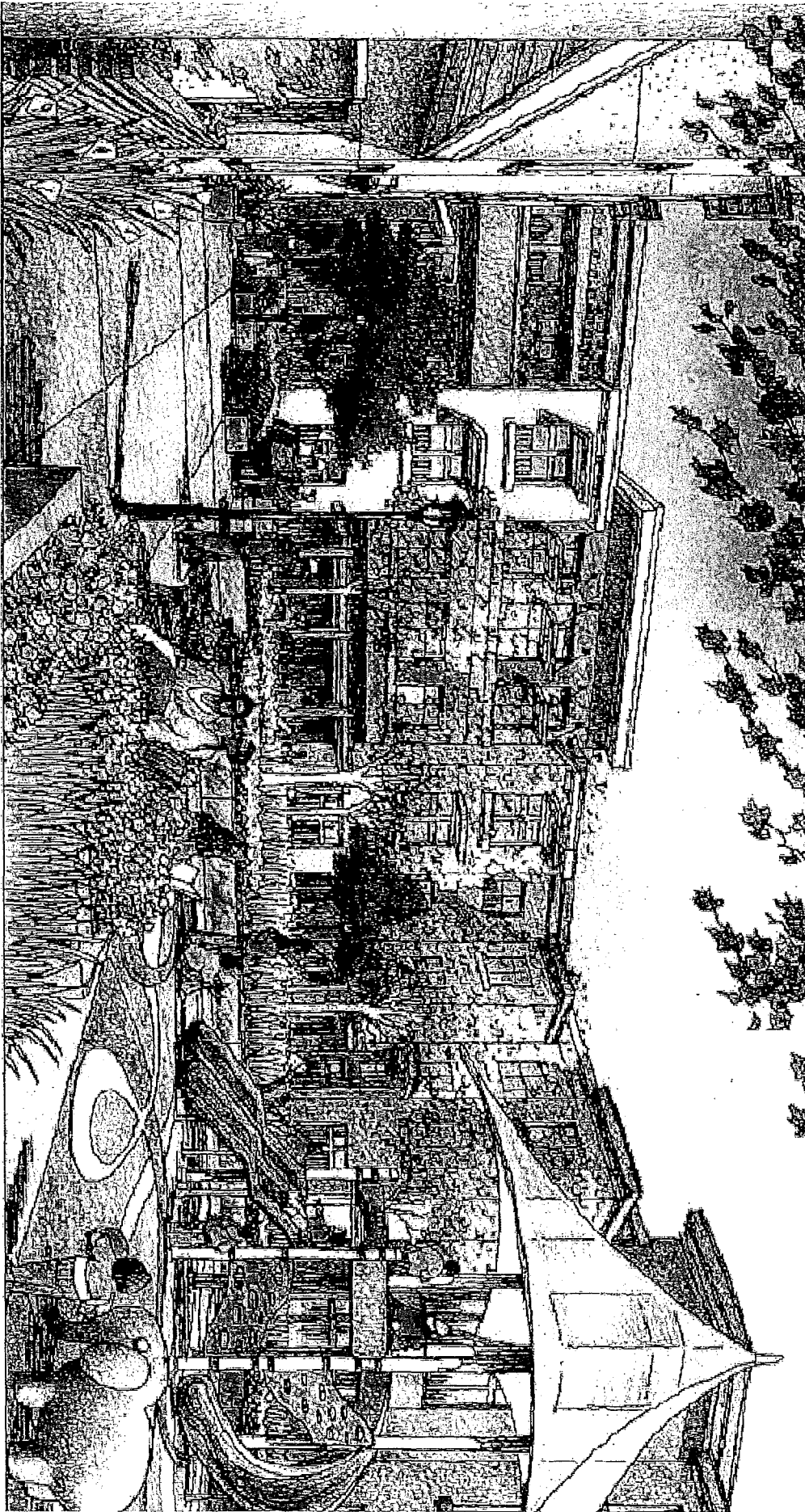
Estimated Start Dates

Phase 1	2016
Phase 2	2018
Phase 3	2020
Phase 4	2022
Phase 5A	2024
Phase 5B/C	2025

HOPE SF Approvals Schedule

- Nov 17 Planning Commission – *unanimous approval*
- Nov 17 Rec and Park Commission – *unanimous approval*
- Dec 6 MTA Board – *unanimous approval*
- Dec 8 SF Housing Authority Commission – *unanimous approval*
- Dec 13 PUC Commission – *unanimous approval*
- Jan 9 BOS Land Use Committee - *positive recommendation*
- Jan 11 BOS Budget and Finance Committee
- Jan 24 + 31 Full Board of Supervisors

HOPESF Questions?



3093

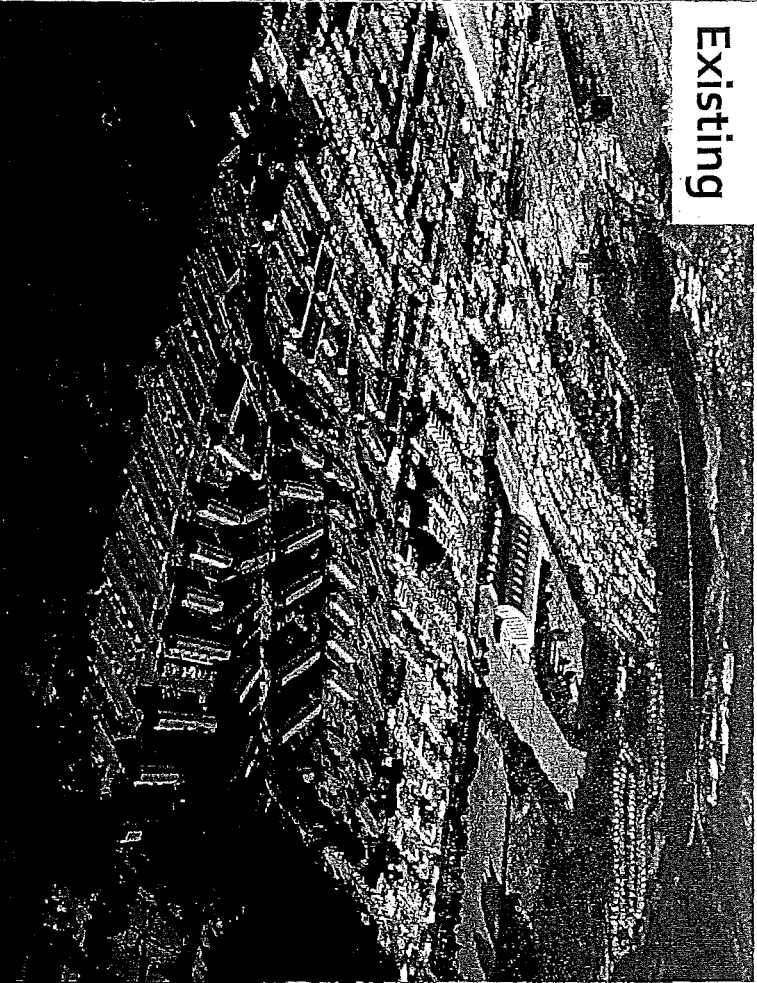


HOUSED. HEALTHY. WELL.

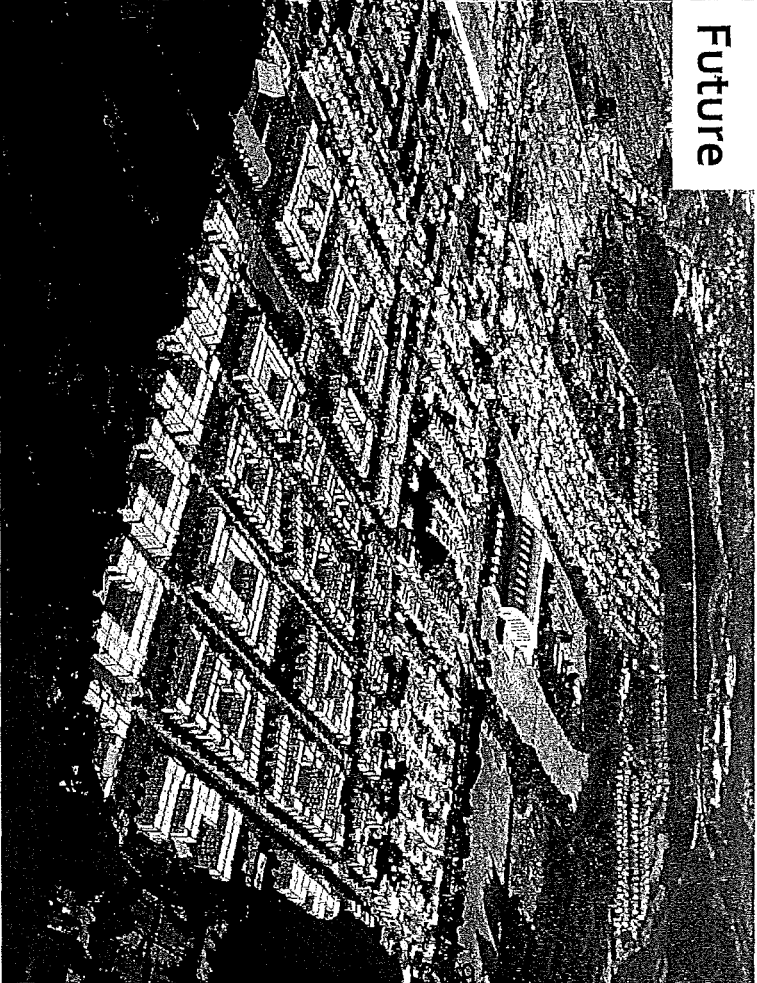
APPENDIX

HOPE SF sunnydale

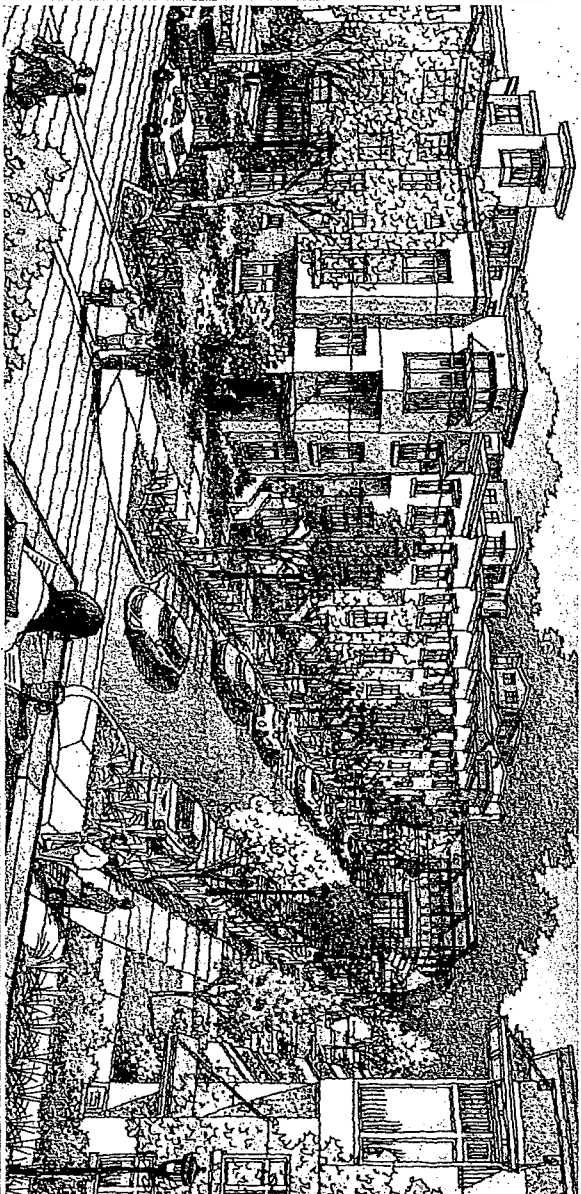
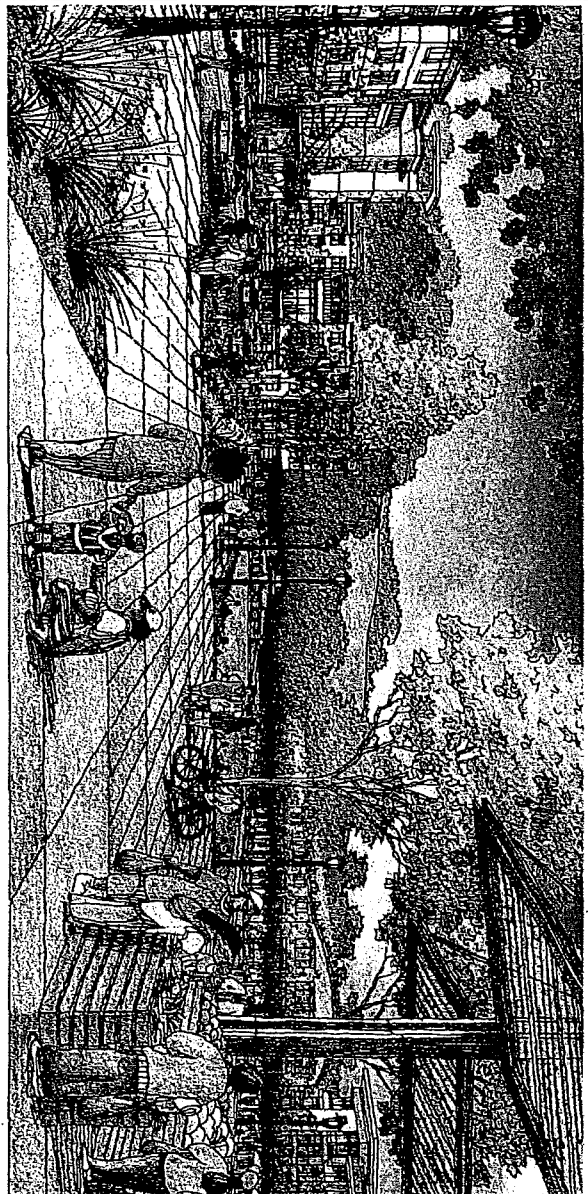
Existing



Future



HOPE SF sunnydale



HORSE-D HEATHEN WELL

HOPE SF sunnydale

Phasing Plan

Phase 1A-1C

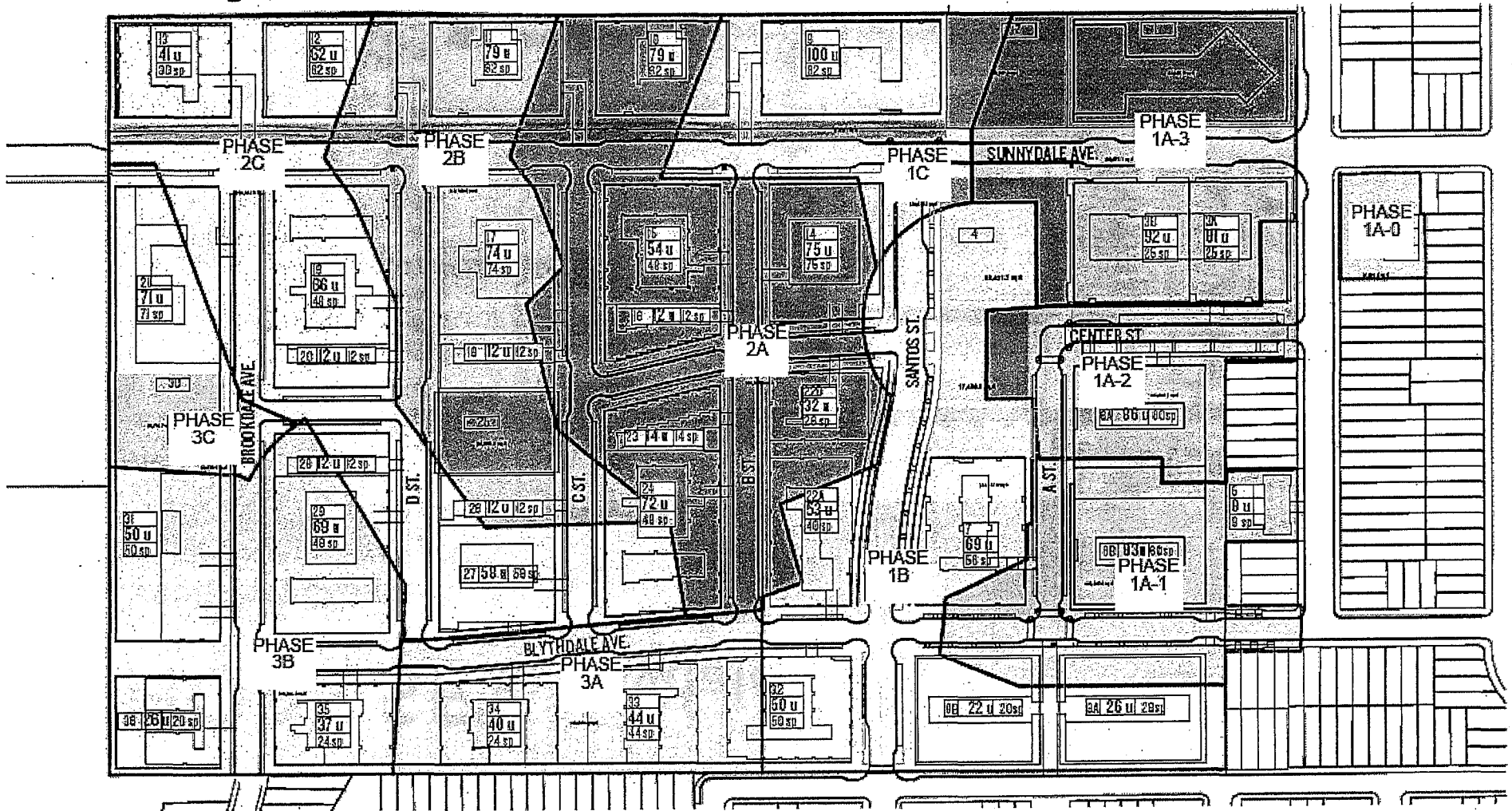
2017-2021

Phase 2A-2C

2021-2028

Phase 3A-3C

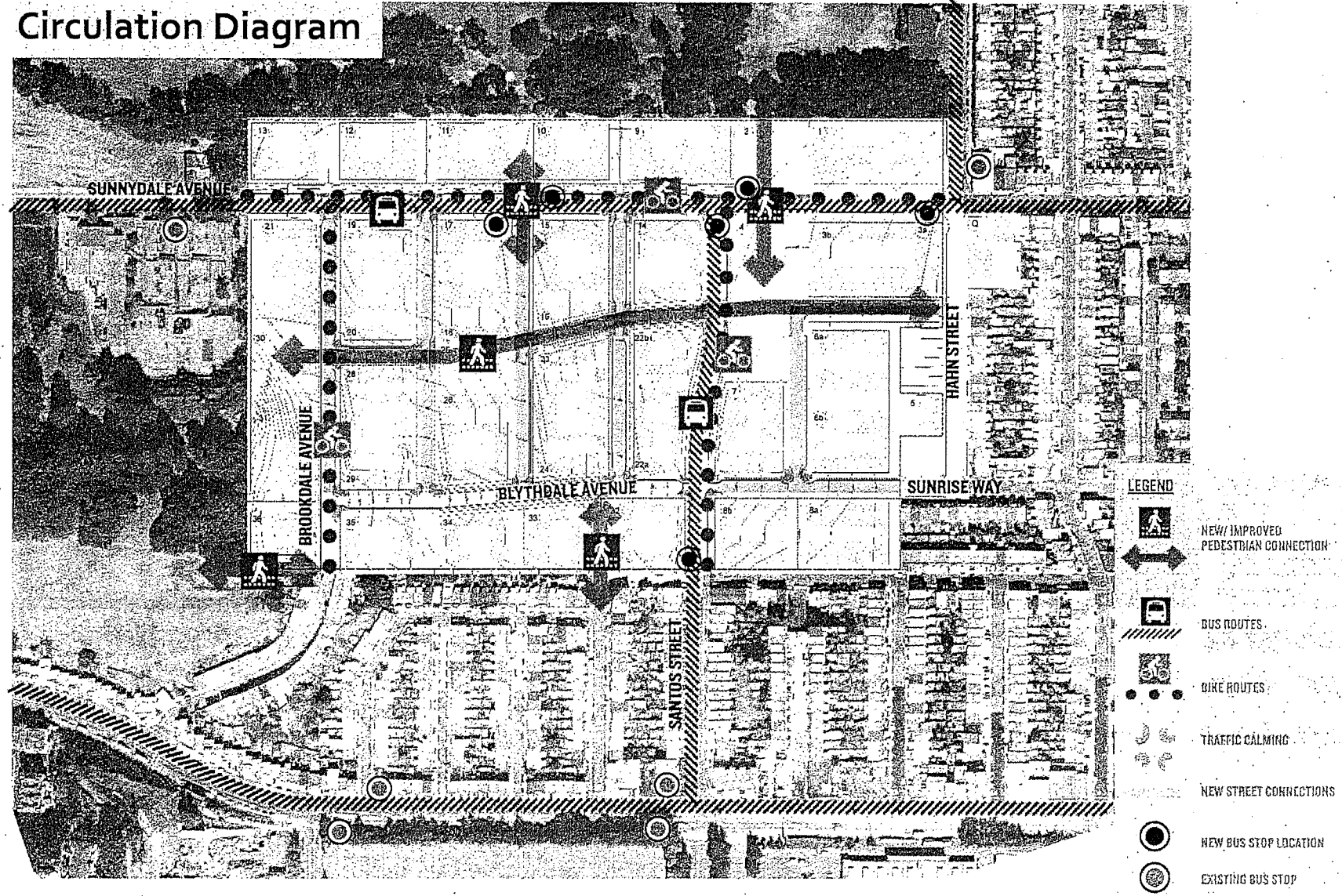
2026-2030



3097

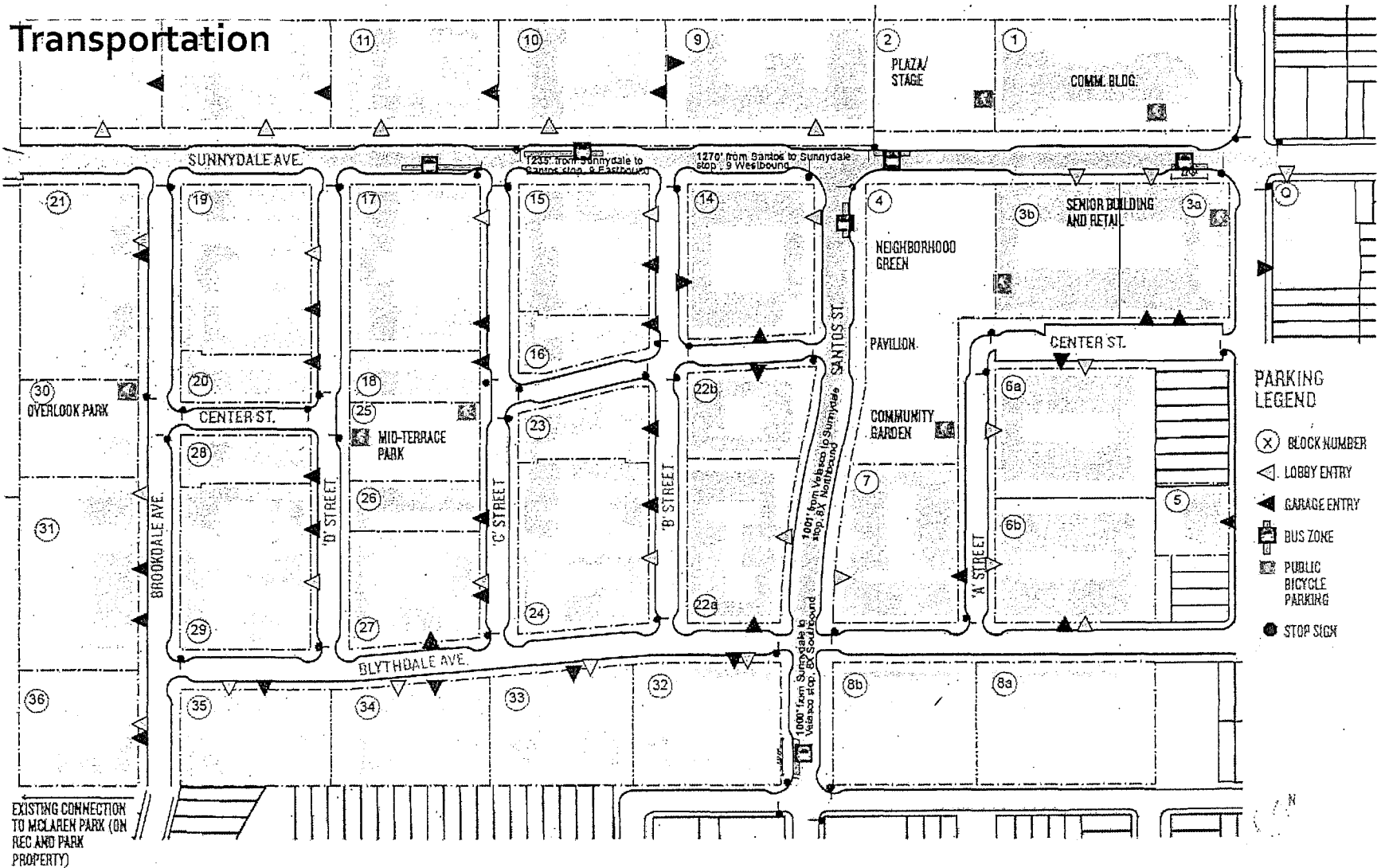
HOPE SF Sunnydale

Circulation Diagram



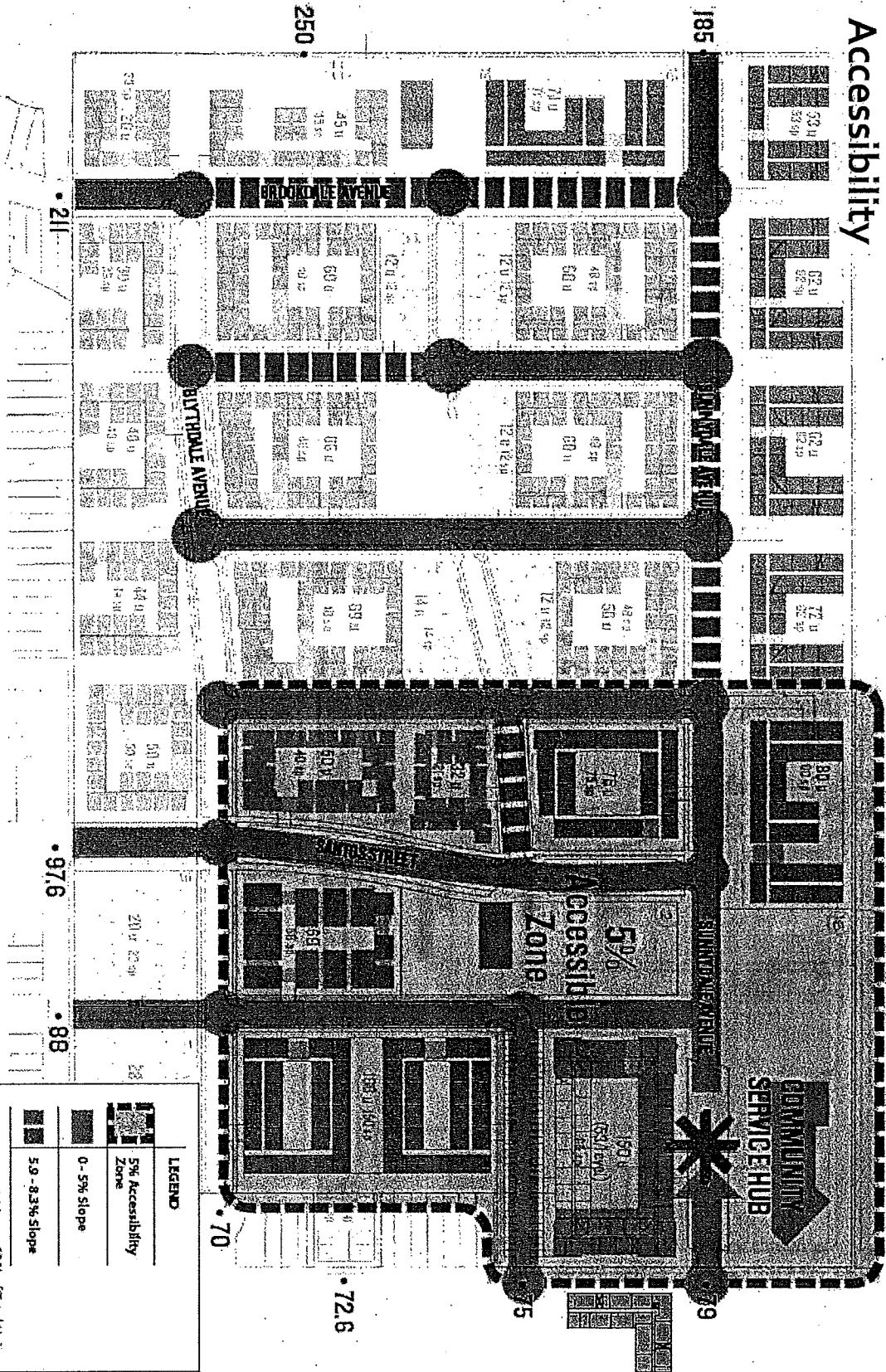
3098

HOPE SF Sunnydale



HOPE SF Sunnydale

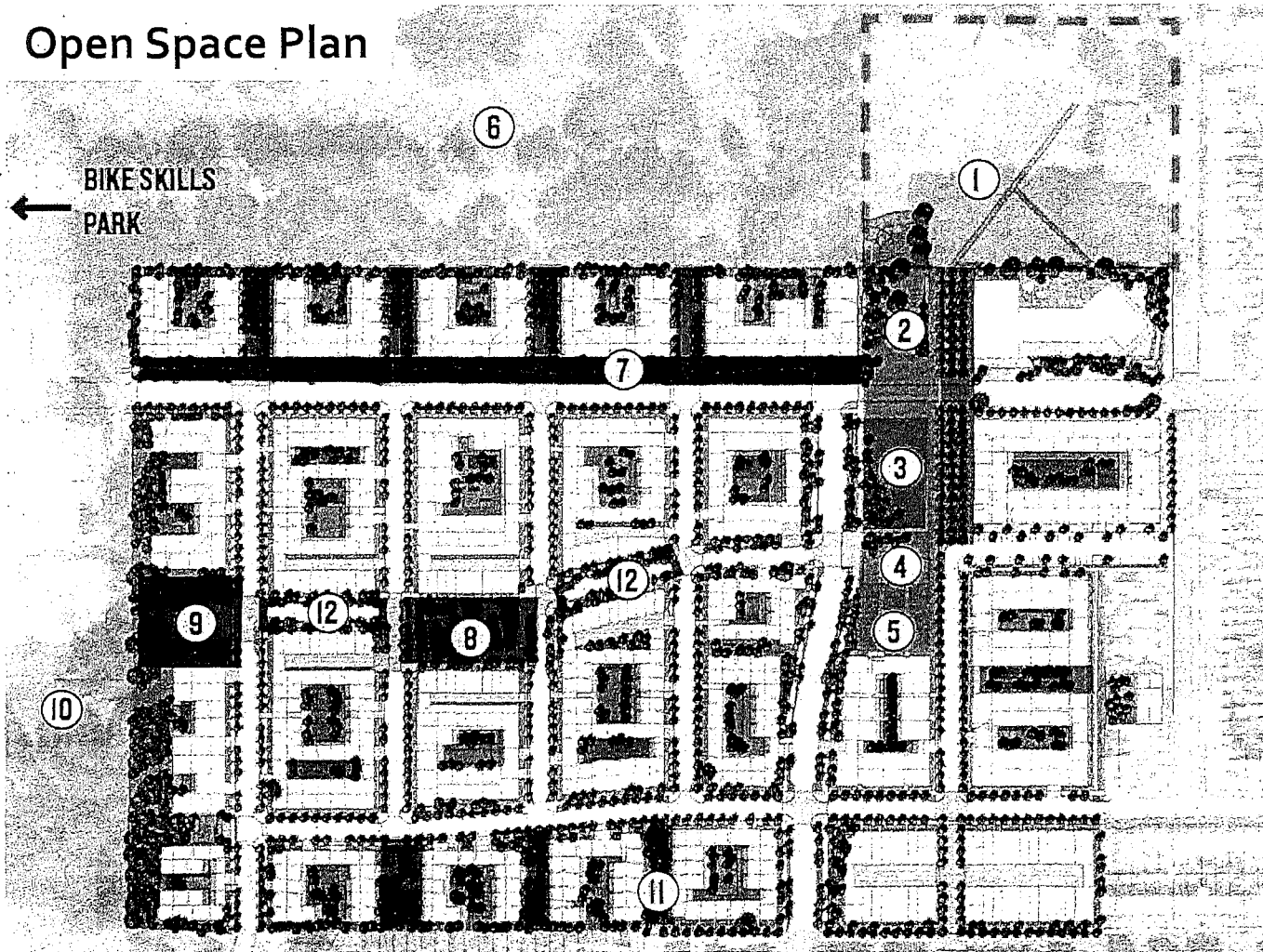
Accessibility



LEGEND	
	5% Accessibility Zone
	0 - 5% Slope
	5.9 - 8.3% Slope
	50% of Affordable Units on Accessible Path
	60% of Total Units on Accessible Path

HOPE SF Sunnydale

Open Space Plan



KEY

- 1 Herz Playground and Coffman Pool
- 2 Plaza and Stage
- 3 Neighborhood Green
- 4 Community Pavilion
- 5 Community Garden
- 6 Gleneagles International Golf Course
- 7 Sunnydale Linear Open Space
- 8 Mid-terrace Open Space
- 9 Overlook Open Space
- 10 McLaren Park
- 11 Pedestrian Access to Carrizal Street
- 12 Optional Terraced Greenway

LEGEND

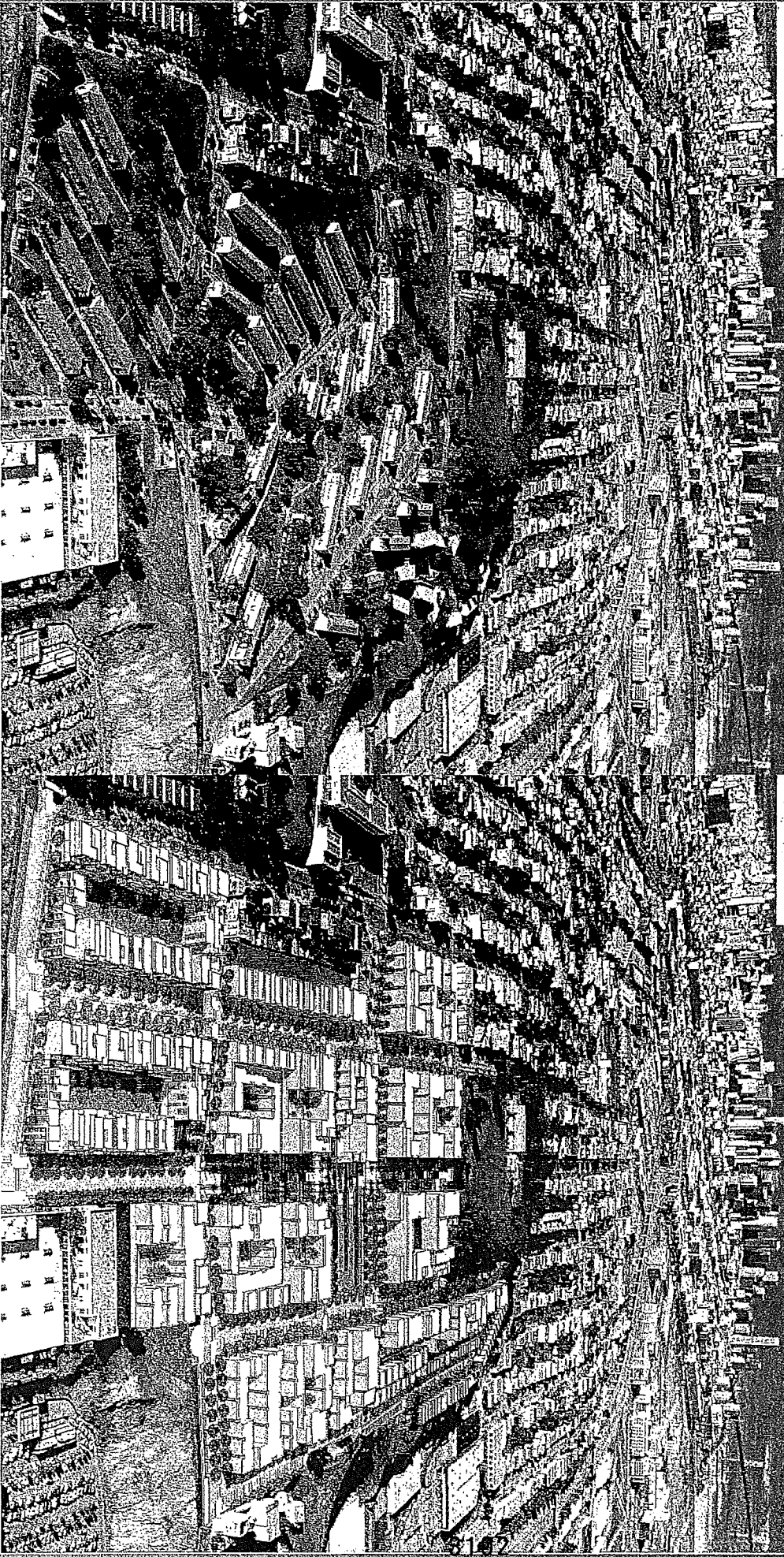
- CENTRAL NEIGHBORHOOD OPEN SPACE
- EXISTING NEIGHBORHOOD PARK
- COMMUNITY OPEN SPACE
- ORCHARD
- INTERNAL RESIDENTIAL COURTYARD
- STORMWATER DEMONSTRATION LINEAR O.S.
- POCKET PARK

3101

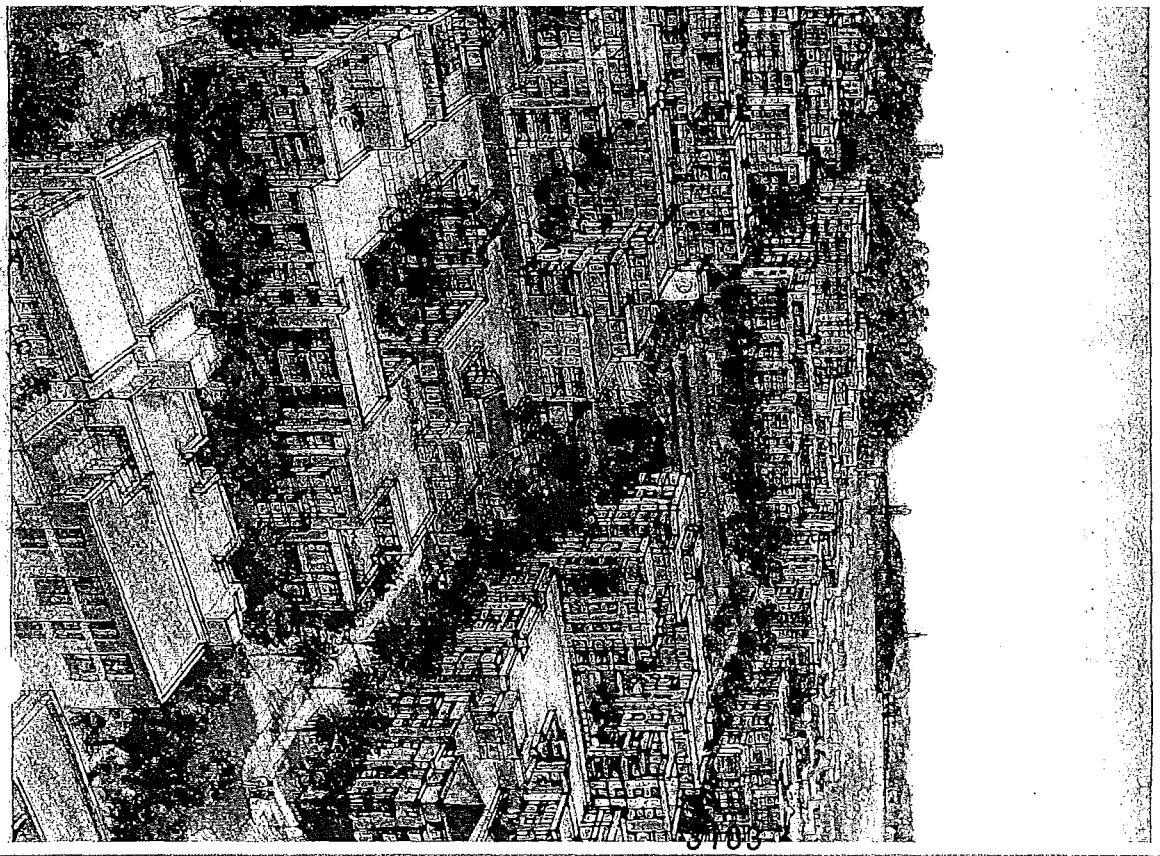
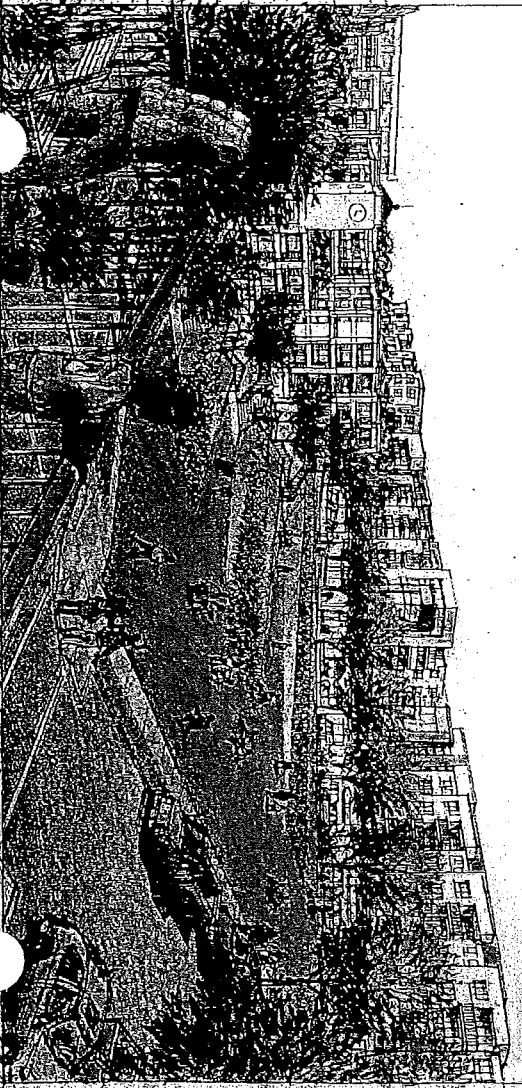
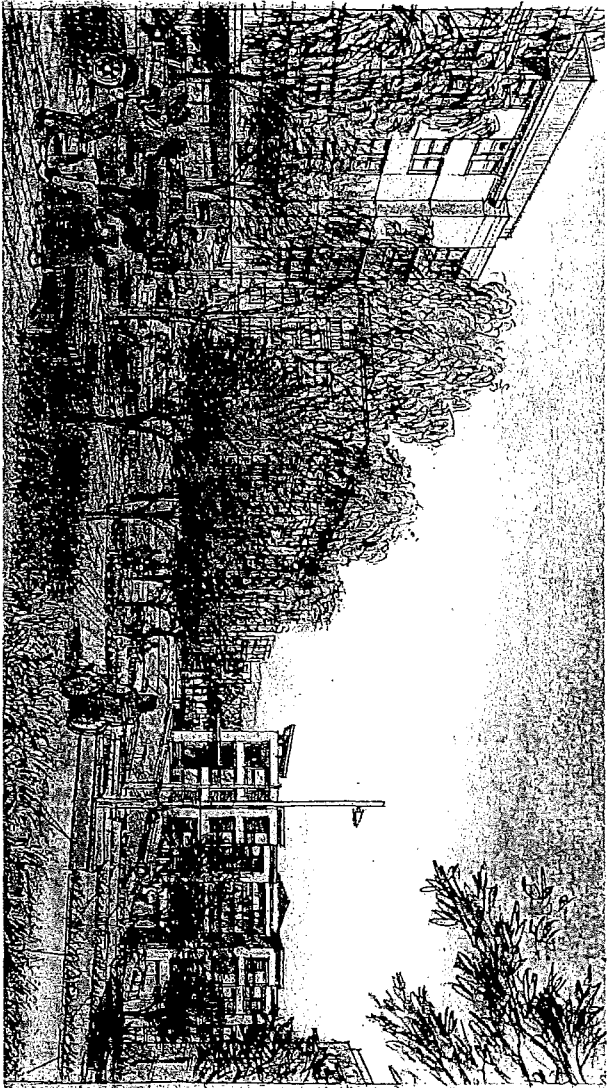
HOPE SF Potrero

Existing

Future



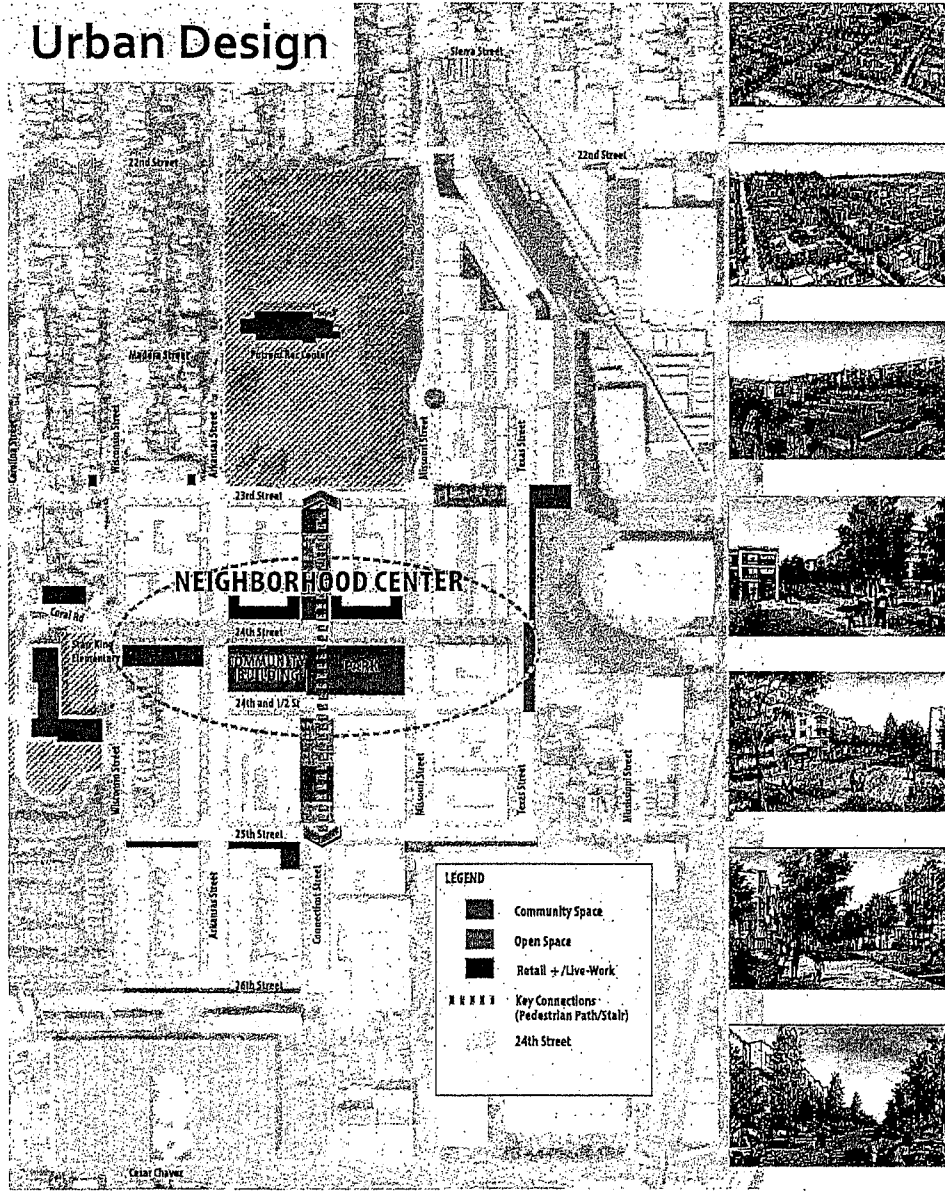
HOPESF Potrero



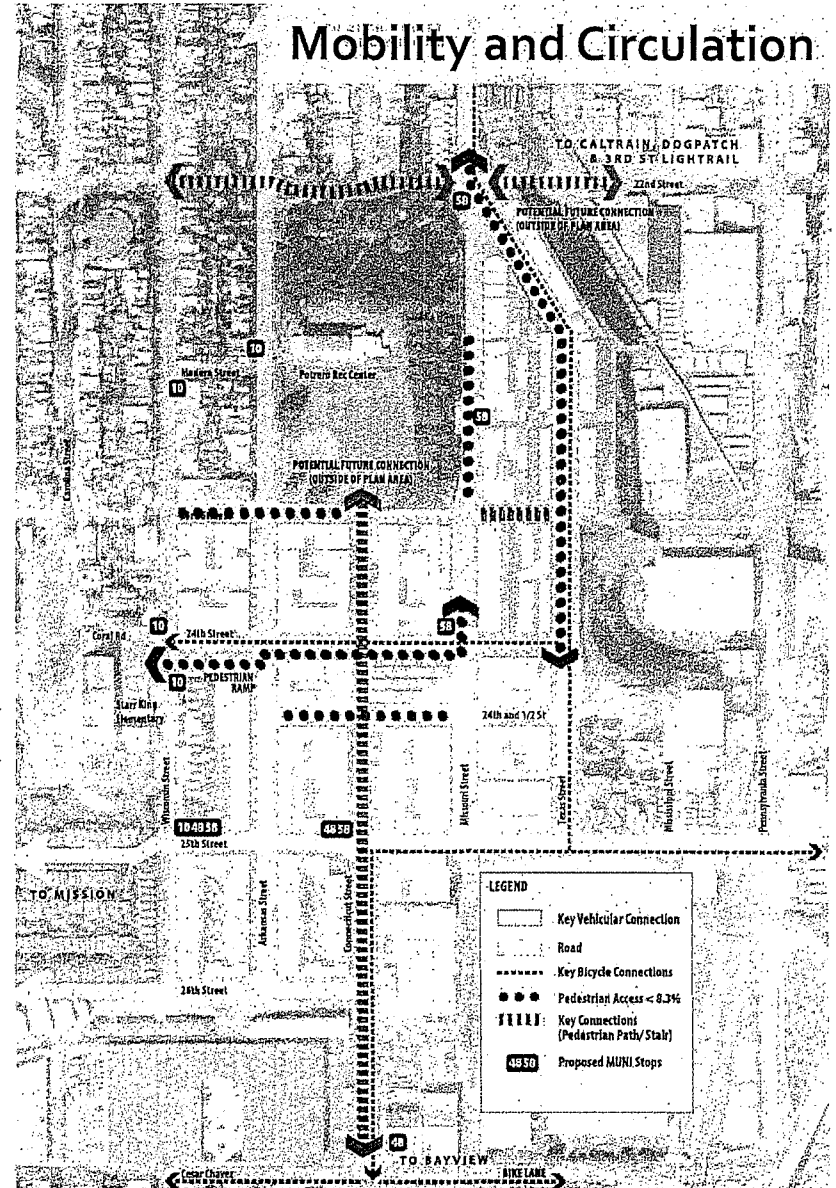
HOUSED HEALTHY WELL

HOPE SF Potrero

Urban Design

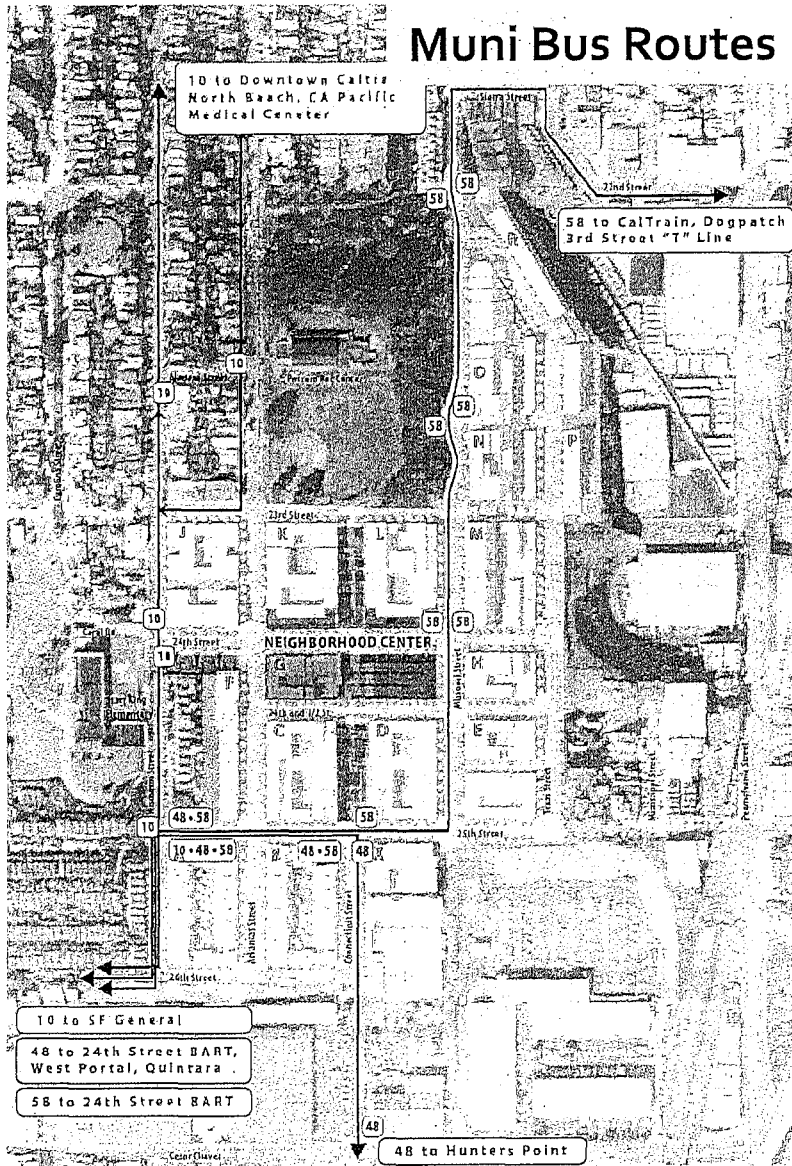


Mobility and Circulation

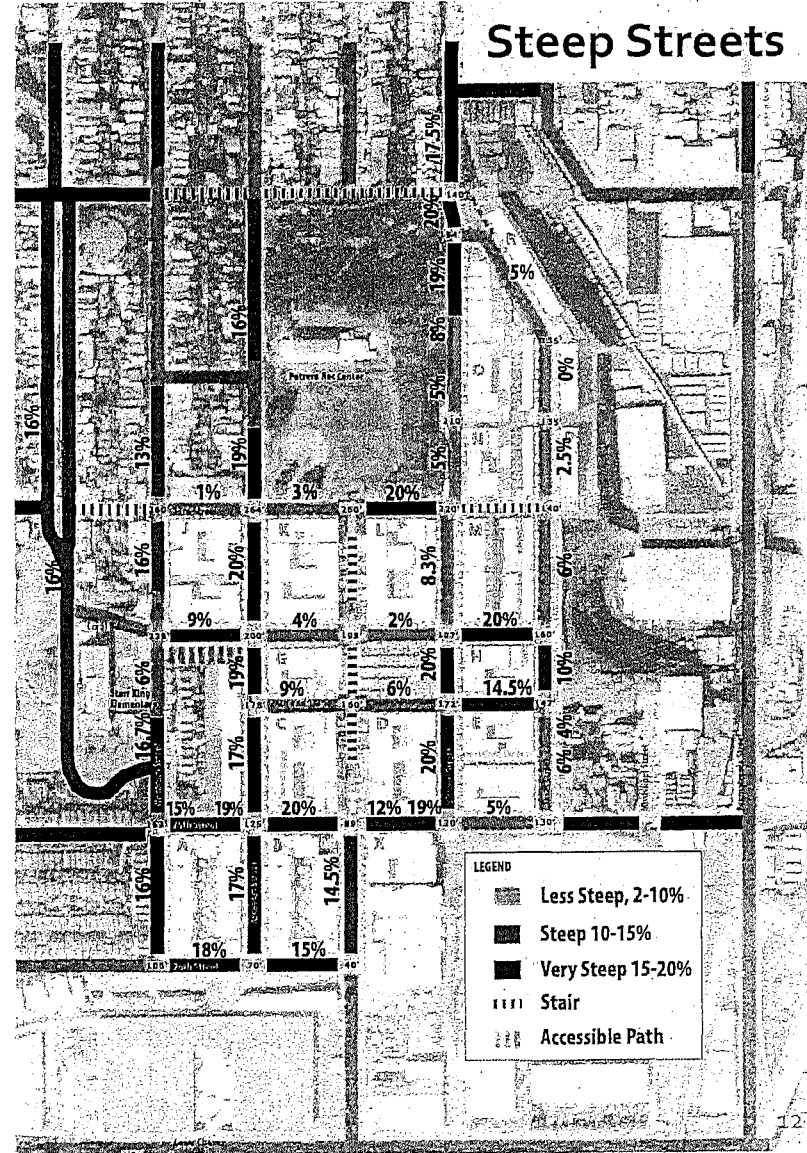


HOPE SF Potrero

Muni Bus Routes

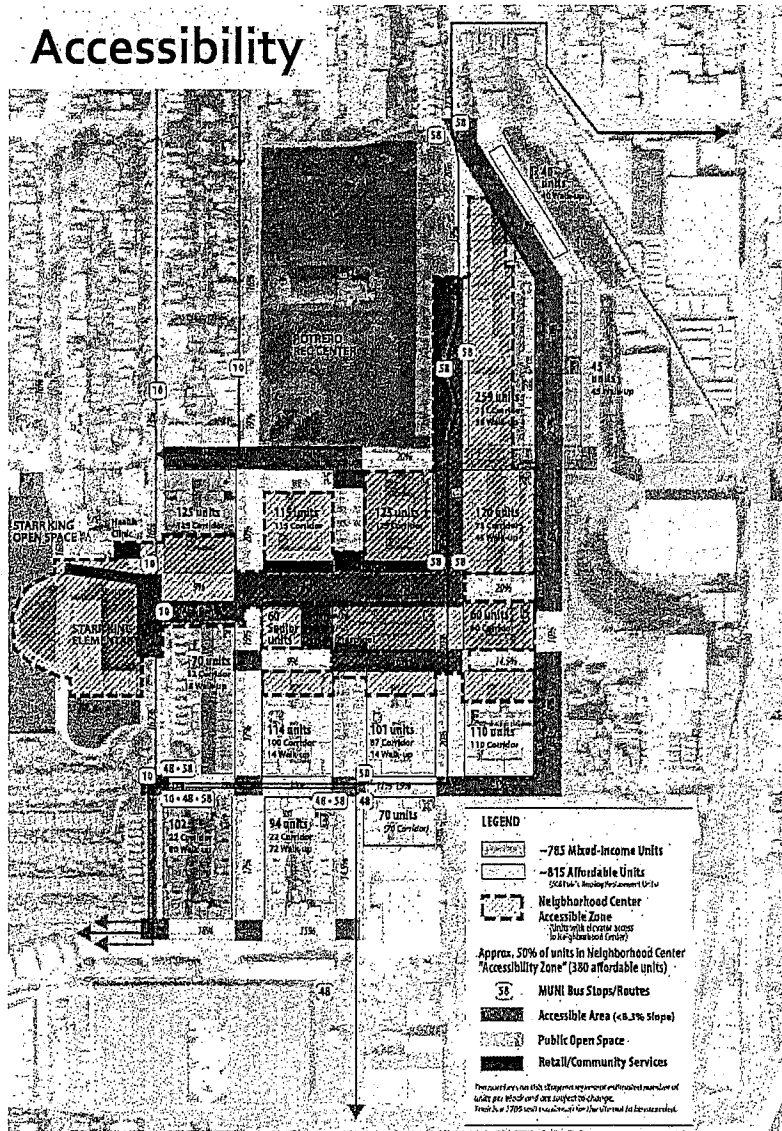


Steep Streets



HOPE SF Potrero

Accessibility



Building Heights

